REGULAR MEETING
AGENDA

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY, NOVEMBER 16, 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. **MOMENT OF SILENCE**

4. **PLEDGE OF ALLEGIANCE**

5. **CALL TO THE PUBLIC**
   Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

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

   a. **PUBLIC HEARING TO RECEIVE CITIZENS' COMMENTS ON FEASIBILITY REPORT RELATING TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ASSESSMENT AREA SIX – UNIT 36 (AREA 6).**

   b. **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. MRCFD2 229-15: APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX – UNIT 36) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT; AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO; APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SIX AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT.**

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

8. **PRESENTATIONS**

   a. **Presentation by Ken Hall, Executive Director of Central Arizona Governments, on the Pinal County Regional Transportation Authority, created by the Board of Supervisors on September 9, 2015, to address significant transportation issues within the County.**

   b. **Presentation by the Greater Florence Chamber of Commerce recognizing Interpolacion as the Business of the Month.**

9. **CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.**

   a. **Ratification of the Pinal County Property Use Agreement for use of the vacant lot located at 383 N. Main Street for the Christmas on Main event on December 4, 2015.**

   b. **Ratification of the Parks and Recreation Fee Schedule for Fiscal Year 2015-2016, retroactive to July 5, 2015.**

   c. **Ratification of the re-appointment of Jeff Moser to the Public Safety Personnel Retirement System Fire Board, with a term to expire on November 16, 2019.**

   d. **Ratification of the cancellation of the Memorandum of Understanding with the Arizona Department of Fire, Building and Life Safety.**

   e. **Approval of accepting the register of demands ending September 30, 2015, in the amount of $2,773,584.68.**

   f. **Approval of the September 21, October 5, and October 19, 2015 Council minutes and October 26, 2015 Merrill Ranch Community Facilities District Nos. 1 and 2 minutes.**

   g. **Receive and file the following board and commission minutes:**

      i. **October 2, 2015 Historic District Advisory Commission minutes.**
      ii. **September 24, 2015 Parks and Recreation Advisory Commission minutes.**
      iii. **August 26, 2015 Planning and Zoning Commission minutes.**

10. NEW BUSINESS

a. First reading of ordinances that remove fee amounts from the Town of Florence Code of Ordinances.

i. ORDINANCE NO. 641-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE III: ADMINISTRATION, SECTION 32.012 FEES.

ii. ORDINANCE NO. 642-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE VII: TRAFFIC, 73.11(B) PARKING, STANDING, LOADING OR UNLOADING OF COMMERCIAL MOTOR VEHICLES ON MAIN STREET BETWEEN BUTTE AVENUE AND RUGGLES STREET PROHIBITED.

iii. ORDINANCE NO. 643-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE VII: TRAFFIC, 74.10 ESTABLISHMENT OF FEES FOR SERVICES PROVIDED BY THE MAGISTRATE COURT.

iv. ORDINANCE NO. 644-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE IX: GENERAL REGULATIONS, 95.07 FEES AND CHARGES, AND 97.039 PURCHASE AND TRANSFER OF INTERMENT.

v. ORDINANCE NO. 645-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XI: BUSINESS REGULATIONS, 112.16 LICENSE FEES AND 112.18 APPLICATION AND FEE.

b. Discussion/Approval/Disapproval of establishing an Ad Hoc Celebration Committee to plan for the Town's 150th Anniversary.

c. Resolution No. 1567-15: Discussion/Approval/Disapproval of A RESOLUTION OF TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE SALE AND EXECUTION AND DELIVERY OF A NOT TO EXCEED $5,500,000 AGGREGATE PRINCIPAL AMOUNT PLEDGED EXCISE TAX REVENUE OBLIGATION EVIDENCING THE INTEREST OF THE OWNER THEREOF IN A FIRST EXCISE TAX PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH PURCHASE AGREEMENT, A FIRST EXCISE TAX TRUST AGREEMENT, A PLACEMENT AGENT AGREEMENT AND OTHER NECESSARY AGREEMENTS; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; ADOPTING POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH THE ISSUANCE OF OBLIGATIONS OF THE TOWN; AUTHORIZING THE

TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

d. **Discussion/Approval/Disapproval of authorizing staff to issue a Request for Proposal for a Town of Florence Strategic Plan.**

11. **DEPARTMENT REPORTS**
    a. **Manager's Report**
    b. **Department Reports**
        i. **Community Development**
        ii. **Courts**
        iii. **Finance**
        iv. **Fire**
        v. **Parks and Recreation**
        vi. **Police**
        vii. **Public Works**

12. **CALL TO THE PUBLIC**

13. **CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

14. **ADJOURN TO EXECUTIVE SESSION**

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

1. **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 regards to pending litigation in the U.S. District Court for the District of Arizona: Association of Florence Fire Fighters, International Association of Fire Fighters Local 4512 v. Town of Florence. (Case No. CV-15-00327-PHX-SPL).**

2. **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 regards to Contract for sale and use of reclaimed wastewater Fee No. 2000-048473.**

15. **ADJOURNMENT FROM EXECUTIVE SESSION**

16. **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 ON NOVEMBER 13, 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.*****

	Community Facilities District No. 2 **District ACTION FORM**	**AGENDA ITEM** **6a.**
MEETING DATE: November 16, 2015 **DEPARTMENT:** Finance **STAFF PRESENTER:** Gabe Garcia, District Treasurer **SUBJECT:** Public Hearing and Adoption of Resolution No. MRCFD2 229-15		☒ **Action** ☐ **Information Only** ☒ **Public Hearing** ☒ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☐ **Other**

RECOMMENDED MOTION/ACTION:

Open public hearing to receive citizens' comments on the Feasibility Report relating to Merrill Ranch Community Facilities District No. 2 (the "District"), Assessment Area Six – Unit 36 ("Area Six").

Following the public hearing, adopt Resolution No. MRCFD2 229-15 approving and authorizing the execution and delivery of a sixth amendment and waivers (Assessment Area Six – Unit 36) for district development, financing participation, waiver and intergovernmental agreement; approving a feasibility report for projects and resolving the intent therefore; ordering the work with respect thereto; approving the assessment diagram and method of assessment with respect to area six and providing for the levy of the related assessment.

BACKGROUND/DISCUSSION:

Formation of the District was approved on November 21, 2005, by the Town upon request of all the owners of the land within the District upon its formation. The District is located within the municipal boundaries of the Town. The District was formed to finance the costs of certain public infrastructure improvements.

Area Six contains approximately 23 acres and upon build out will comprise approximately 69 single family residential lots.

The public infrastructure in Area Six (the "Projects") consists of storm drains ($110,740) and street improvements ($432,808). The estimated total cost of the Projects is $543,548. The engineering and storm drain improvements are complete and the street improvements are scheduled for completion in December 1, 2015.

Of the total estimated acquisition cost of the Projects, $241,500 will be provided for by the District in installment purchase payments, which will be payable from amounts

collected by the District from special assessments. The per parcel special assessment amount will be $3,500, which will be amortized over a 25-year period. As homes are sold, this amount will be assumed by the homebuyer.

State statute requires that each homebuyer be supplied the Arizona Department of Real Estate Subdivision Report (the "Public Report"), within which these assessments must be disclosed. Prior to any home sale, the homebuyer must acknowledge by signature that they have read and accepted the Public Report. In addition, Pulte Homes requires the homebuyer to sign an additional form that highlights and discloses the additional assessment payments as a result of the District financing.

The District has entered into an agreement with the Pinal County Treasurer for the collection of the assessment.

FINANCIAL IMPACT:

Public infrastructure improvements will be acquired for an estimated $974,454 (does not include municipal fees), part of which will be paid for with $241,500 special assessment installment purchase agreement. Each lot will be assessed $3,500, which will be amortized over a 25-year period. The average annual payment over the 25-year period will be approximately $335.

STAFF RECOMMENDATION:

Adopt Resolution No. MRCFD2 229-15

ATTACHMENTS:

Resolution No. MRCFD2 229-15
Feasibility Report
Sixth Amendment and Waivers
Assessment Methodology Report
Assessment Diagram

RESOLUTION NO. MRCFD2 229-15

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX - UNIT 36) FOR DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2); AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF THE PROJECTS, THE AREAS TO BE BENEFITTED, THE EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS, ALL AS PROVIDED IN SUCH REPORT; APPROVING SUCH FEASIBILITY REPORT AND RESOLVING THE INTENT THEREFOR; ORDERING THE WORK WITH RESPECT THERETO; APPROVING THE ASSESSMENT DIAGRAM AND METHOD OF ASSESSMENT WITH RESPECT TO ASSESSMENT AREA SIX AND PROVIDING FOR THE LEVY OF THE RELATED ASSESSMENT

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 as follows:

1. Findings.

a. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act") and Section 9-500.05, Arizona Revised Statutes, the Town of Florence, Arizona (hereinafter called the "Municipality"), Merrill Ranch Community Facilities District No. 2 (hereinafter called the "District") and the owner of the portions of the real property included within the District affected hereby (hereinafter called the "Owner"), among other parties entered into a District Development,

Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005, which has subsequently been amended by a First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, a Second Amendment and Waivers (Assessment Area Two), dated as of April 1, 2008, a Third Amendment and Waivers (Assessment Area Three - Unit 40), dated as of November 1, 2009, a Fourth Amendment and Waivers (Assessment Area Four - Unit 20), dated as of February 1, 2010, and a Fifth Amendment and Waivers (Assessment Area Five - Units 22A & 22B), dated as of April 1, 2013 (as so amended hereinafter referred to as the "Original Development Agreement"), to specify, among other things, conditions, terms, restrictions and requirements for public infrastructure (as such term is defined in the Act) and the financing of public infrastructure, particularly with regard to the property which makes up the real property included within the District (hereinafter referred to as the "Property"), matters relating to the construction of certain public infrastructure by the District and the acceptance thereof by the Municipality.

b. It has been determined that the Original Development Agreement needs to be amended and subjected to certain waivers to reflect certain amendments and waivers necessary for the Original Development Agreement to serve the purposes hereof, and the district board of the District (hereinafter referred to as the "District Board") has determined to enter into a Sixth Amendment and Waivers (Assessment Area Six - Unit 36) for District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community

Facilities District No. 2), to be dated as of November 1, 2015 (hereinafter referred to as the "Sixth Amendment"), for such purpose.

c. Further, pursuant to the Act, the District Board caused to be prepared a study of the feasibility and benefits of the projects relating to certain public infrastructure provided for in the General Plan of the District heretofore approved by the Municipality and the District, such study having included a description of certain public infrastructure to be acquired or constructed and all other information useful to understand the projects, a map showing, in general, the location of the projects, an estimate of the cost to construct, acquire, operate and maintain the projects, an estimated schedule for completion of the projects, a map or description of the area to be benefitted by the projects and a plan for financing the projects (hereinafter referred to as the "Report"). A public hearing on the Report was held on the date of, but prior to, the adoption of this Resolution, after provision for publication and mailing to the governing board of the Municipality of notice thereof as provided by law.

d. Pursuant to Section 48-721, Arizona Revised Statutes, the District Board, by resolution and pursuant to the procedures prescribed by the Original Development Agreement as amended by the Sixth Amendment (as so amended, hereinafter referred to as the "Development Agreement"), may levy an assessment of the costs of the public infrastructure purposes as provided for in the Development Agreement and in the Report and with respect to the intent therefor and the ordering of certain work with respect thereto (hereinafter

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

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

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

f. In the meantime, the District Board has determined that the installments of such special assessments so collected in such special fund shall be paid to the Owner for the costs of public infrastructure purposes until, if ever, the Bonds are issued for such purposes and that, until the Bonds are issued, such assessments shall bear interest, all as provided in the Development Agreement.

g. The District Board, pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as nearly as practicable, and the other procedures the District Board has provided in the Development Agreement, will cause to be levied an assessment of the costs of the Area Six Work (hereinafter referred to as the "Area Six Assessment") on the Area Six Property, and, in that respect, the Owner has waived certain matters and agreed to certain other matters with respect thereto pursuant to the Development Agreement, including as to the manner in which the Area Six Assessments are to be allocated as the Area Six Assessed Property is to be divided into more than one parcel and is to be prepaid and reallocated.

h. Pursuant to this Resolution, the District Board (i) resolves its intent with respect to and orders the Area Six Work, (ii) determines that the Sixth Amendment should be executed and delivered and then, as provided in the Sixth Amendment, that the Bonds may be issued to represent the costs and expenses thereof,

(iii) declares the Area Six Work to be of more than local or ordinary public benefit and that the costs and expenses thereof be assessed upon the Area Six Property and (iv) provides that the Area Six Work be performed under the provisions of the Act, the Development Agreement and the Report, the Area Six Assessed Property to be assessed and the Bonds to be issued being more fully described in the Development Agreement, the Report and this Resolution (hereinafter referred to as, collectively, the "Resolution of Intention Documents") to which reference is hereby made for such description.

i. Pursuant to this Resolution, the District Board finds and determines that it had jurisdiction to order the Area Six Work and orders that the Area Six Work be done as described in the Resolution of Intention Documents and in accordance with the "Area Six Work Plans and Specifications" which are included in the Report. Pursuant to the Development Agreement, the Owners have waived or otherwise agreed to the satisfaction of, among other things, any publication, posting, protest or objection right or obligation or hearing right or obligation with respect to the Resolution of Indention Documents.

j. There have been placed on file with the District Clerk and presented in connection herewith the proposed form of the Sixth Amendment.

k. Willdan & Associates, Inc. (hereinafter called the "Assessment Engineers") have prepared and presented to the District Board (i) duplicate diagrams of the Area Six Assessed Property (hereinafter referred to as the "Diagram"), a form of such diagram

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

l. Pursuant to this Resolution, the Diagram and the Method of Assessment will be approved and adopted and the levy of the Area Six Assessments will be ordered. No direction will be given that demand be made on the owners of the Area Six Assessed Property so assessed for payment of the Area Six Assessments as such owners waived such right pursuant to the Development Agreement. The District Manager will levy and record the Area Six Assessments for the District and execute a warrant to the District Treasurer to collect the amounts with respect to the Assessment (hereinafter referred to as the "Warrant"). Thereafter, the Warrant and the Area Six Assessments will be returned by the District Treasurer as prescribed by law. The certified list of unpaid amounts with respect to the Area Six Assessments will be filed with the District Clerk by the District Manager.

2. a. Approval of Sixth Amendment. The Sixth Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Chairperson of the District Board, with the advice of the District Manager and the District Counsel, shall authorize, the execution and delivery of the Sixth Amendment to be conclusive evidence of

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

b. Completion of Sixth Amendment. The District Manager or his designee is hereby authorized to complete the Sixth Amendment by including the appropriate materials as necessary therein.

c. Execution of Sixth Amendment. The Chairperson of the District Board, with the advice of the District Manager and the District Counsel, is hereby authorized and directed to execute, and the District Clerk to attest, the Sixth Amendment on behalf of the District.

3. Authorization and Ratification of Notice of Hearing on Report. Notice of the public hearing on the Report provided by the District Manager and attached hereto and marked as Exhibit "C" (hereinafter referred to as the "Notice") is hereby authorized and ratified in all respects as well as the mailing of the Report and the Notice to the governing body of the Municipality. The providing of the Notice as provided by law and as caused by the District Manager is hereby authorized and ratified.

4. a. Preparation of Report. The preparation of the Report is hereby ratified and confirmed. (Upon completion of a draft of the Report, the Report, marked in a conspicuous fashion "**DRAFT**," was submitted to the District Board and the Owner for their review and comment.)

b. Approval of Report. After review of the Report and based on the public hearing held by the District Board on even date herewith and the mailing of the Report to the governing body of

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

c. Resolving Intent. The District Board hereby declares (1) its intent as required by Section 48-715, Arizona Revised Statutes and for purposes of Section 48-721(A), Arizona Revised Statutes and as set forth in the Development Agreement, to take such reasonable actions as may be necessary to cause the results contemplated by and set forth in the Report, including particularly the acquisition of the public infrastructure projects for the benefit of the areas described in the Report and the consummation of the expected method of financing and an appropriate system of providing revenues to maintain such projects, all as provided in the Report, and (2) that the Area Six Work shall result in proportionate, beneficial use, principally to the land with the geographical limits of the Area Six Assessed Property.

d. Work, Plans and Specifications and Estimates. (1) The public interest or convenience requires, and it is the intention of the District Board, to order the Area Six Work described in substantial form in the Report including the "Area Six Work Plans and Specifications" which are included in the Report (hereinafter referred to as, collectively, the "Area Six Work Plans and Specifications").

(2) The Area Six Work shall be performed substantially in accordance with the Act, the Development Agreement and the Report including the Area Six Work Plans and Specifications.

(3) The estimate of the cost and expense of the Area Six Work included in the Report (hereinafter referred to as the

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

e. Assessment Area. (1) The Area Six Work, in the opinion of the District Board, is of more than local or ordinary public benefit and is of special benefit to the respective lots, pieces and parcels of land comprising the Area Six Assessed Property, and the District Board hereby makes and orders the cost and expense of the Area Six Work chargeable upon the Area Six Assessed Property and hereby declares that the Area Six Assessed Property benefitted by the Area Six Work and to be assessed to pay the costs and expenses thereof in proportion to the benefits derived therefrom, is described and bounded as so set forth.

(2) The District shall not assess the costs and expenses of the Area Six Work which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property and if a portion of the costs and expenses of the Area Six Work is for the general public benefit, the District shall assess the respective lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property only that portion of costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the Area Six Assessed Property.

f. Public Property. The District Board hereby declares that any lot belonging to the United States, the State of Arizona, the Municipality, a county, school district or any political subdivision or institution of the State of Arizona or county included

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

g. Execution and Delivery of Sixth Amendment. The District Board hereby finds that the public convenience requires that the Sixth Amendment as described in the Report and the Development Agreement shall be executed and delivered to represent the cost and expenses of the Area Six Work and determine that the amounts payable pursuant to the Sixth Amendment be so payable under the provisions of the Act, in the name of the District, but payable only out of a special fund collected by the District from special assessments levied upon the lots, tracts, pieces and parcels of land included within the Area Six Assessed Property, in not to exceed twenty-five (25) annual installments from the assessment of Twenty-Five Dollars ($25.00) or over remaining unpaid as of the date, subject to prepayment, all as provided by the Sixth Amendment. The principal amount payable pursuant to the Sixth Amendment shall not exceed $241,500 which shall be equal to or less than the amount certified to the District Clerk as the amount of the Area Six Assessments remaining unpaid. The unpaid amounts of such assessments shall bear interest at rates not to exceed ten percent (10%) per annum from their date, payable on the first day

of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement and that neither the District nor the Municipality is required to purchase delinquent land at sale if there is no other purchaser, as described in Title 48, Chapter 4, Article 2, Arizona Revised Statutes, save and except that the method of collection of such assessments shall be as provided in Sections 48-600 to 48-607, both inclusive, Arizona Revised Statutes, and not as provided in Section 48-608, Arizona Revised Statutes.

h. Publication. The publication of the Notice shall be in lieu of the posting and publication of this Resolution.

i. Waiver, Acceptance. Pursuant to the Development Agreement, the Owner has waived any and all rights of the Owner to file (1) written protests against the construction of the Area Six Work or (2) objections to the extent of the Area Six Assessed Property. Such waivers are hereby accepted by the District Board, and the District Board is proceeding in reliance on such waivers.

j. Ordering the Work. Based on the foregoing, the Area Six Work is hereby ordered in accordance with the Area Six Work Plans and Specifications and the Development Agreement.

5. a. Approval of Diagram. The Diagram, as prepared and presented to the District Board, is hereby approved by the District Board.

b. Approval of Method and Levy of Assessment. The Method of Assessment, as prepared and presented to the District Board,

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

c. Certification and Delivery. The District Clerk be and she hereby is authorized and directed to certify that the Diagram was approved by the District Board on this date, and after such certification the District Clerk be and she hereby is authorized and directed to deliver the Diagram to the District Manager.

d. Demand and Certification. No demand shall be made on the owners of the Area Six Property so assessed for payment of the Area Six Property as such owners waived such right pursuant to the Development Agreement. The District Treasurer is directed to certify to the District Clerk that nothing was collected and that the Area Six Assessments remain unpaid in full.

6. a. Assessments. The amounts due pursuant to the Area Six Assessments and unpaid are and shall be a first lien on the Area Six Assessed Property so assessed, subject only to general property taxes and prior special assessments and shall be collected as prescribed by Sections 48-599 and 600, Arizona Revised Statutes, as nearly as practicable or such other procedures as the Board may prescribe. In the event of nonpayment of amounts due pursuant to the Area Six Assessments and, except as otherwise provided herein, the procedures for collection of delinquent amounts and sale of delinquent property prescribed by Sections 48-601 through 48-607, Arizona Revised

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

b. Obligations of Municipality. Nothing contained in this Resolution, the Development Agreement (specifically as amended by the Sixth Amendment) or any other instrument shall be construed as obligating the Municipality, except to the extent provided in such documents or instruments, or as incurring a charge upon the general credit of the Municipality nor shall the breach of any agreement contained in this Resolution, the Development Agreement or any other instrument or documents executed in connection therewith impose any charge upon the general credit of the Municipality.

7. a. Repeal of Resolution. After the Sixth Amendment is executed and delivered, this Resolution shall be and remain irrepealable until the unpaid principal amounts due thereunder and the interest thereon shall have been fully paid, canceled and discharged.

b. Severability; Amendment; Ratification. (1) If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

(2) This Resolution may only be amended as provided by the terms of the Indenture.

(3) All prior acts of the District Board, of the District Manager and of the District Treasurer with respect to all matters concerning the District Resolution, the Development Agreement,

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

c. Effective Date. This Resolution shall be effective immediately.

PASSED by the District Board of Merrill Ranch Community Facilities District No. 2 this 16th day of November, 2015.

.....
Chairperson, District Board, Merrill Ranch Community Facilities District No. 2

ATTEST:

.....
District Clerk, Merrill Ranch Community Facilities District No. 2

APPROVED AS TO FORM:

.....
District Counsel, Merrill Ranch Community Facilities District No. 2

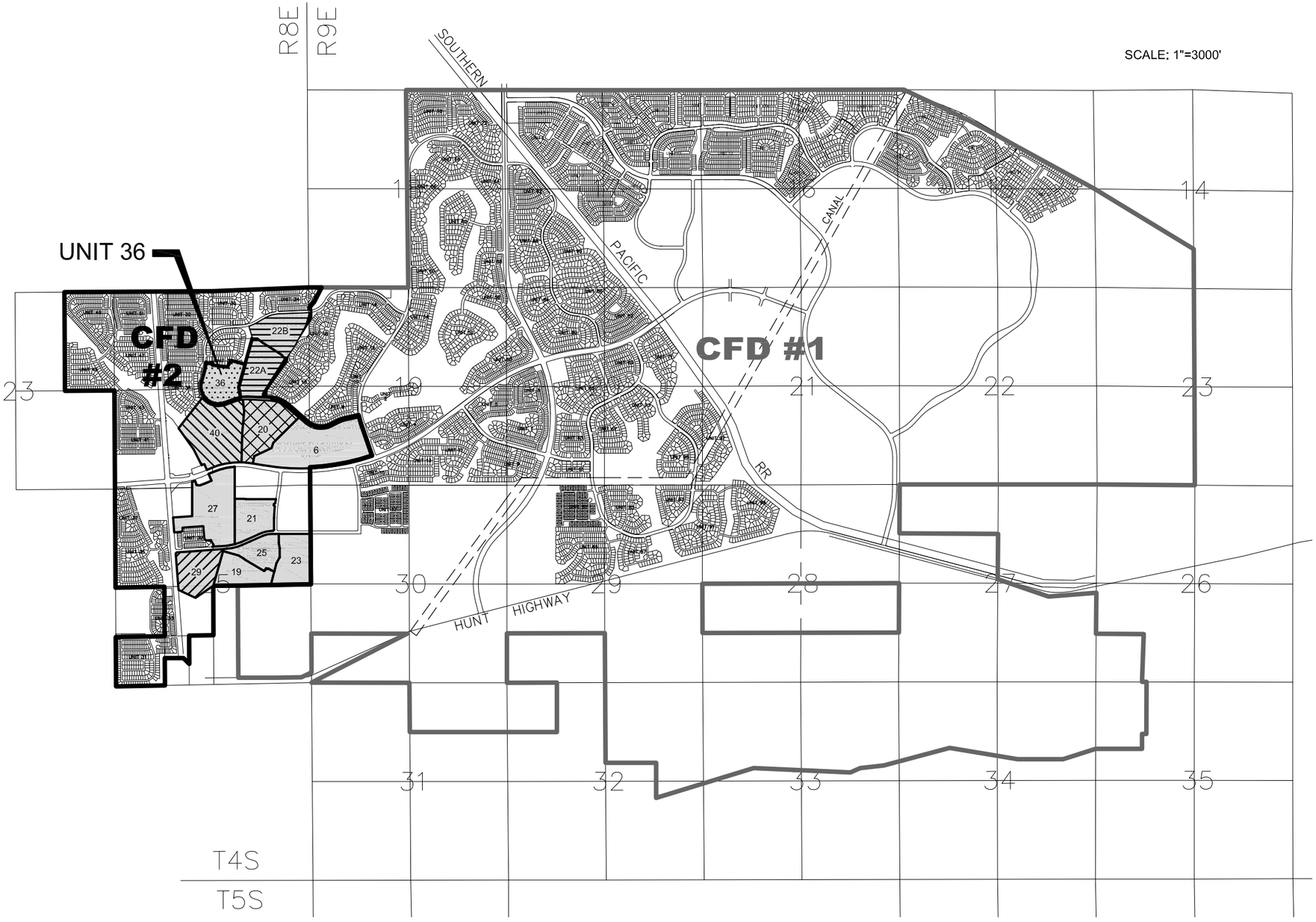
ATTACHMENTS:

EXHIBIT A - Area Six Assessment Diagram
EXHIBIT B – Area Six Method of Assessment
EXHIBIT C – Form of Notice of Hearing on Report

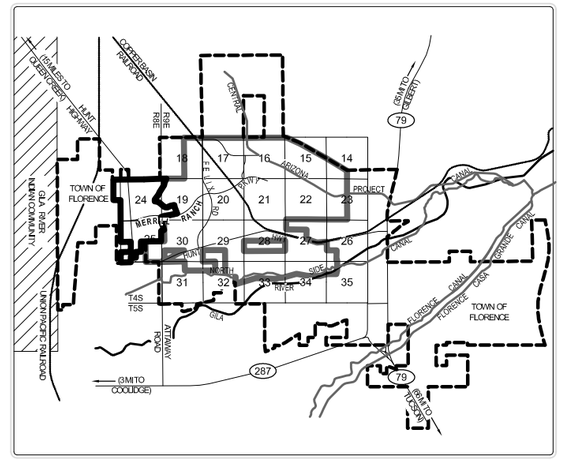
* * *

EXHIBIT A

AREA SIX ASSESSMENT DIAGRAM



SCALE: 1"=3000'



VICINITY MAP
NOT TO SCALE

LEGEND

_____	CFD #2 - MERRILL RANCH, DISTRICT BOUNDARY		
20	UNIT NO.		CFD #2 - ASSESSMENT AREA FOUR
	CFD #2 - ASSESSMENT AREA ONE		CFD #2 - ASSESSMENT AREA FIVE
	CFD #2 - ASSESSMENT AREA TWO		CFD #2 - ASSESSMENT AREA SIX
	CFD #2 - ASSESSMENT AREA THREE		

MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

DISTRICT ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY WOOD / PATEL AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____ _____
ENGINEER DATE

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON THE_____ DAY OF_____ , 2015

_____
DISTRICT CLERK

SIGNED: THIS _____ DAY OF _____ , 2015

SUBMITTED: _____ _____
SUPERINTENDENT OF STREETS DATE

WILLDAN Engineering

PROJECT NO.: 13909
DATE: 11-4-2015
SHEET NO. 1 OF 2

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
001	036-01-001	7086	$3,500.00
002	036-01-002	6882	$3,500.00
003	036-01-003	6351	$3,500.00
004	036-01-004	6095	$3,500.00
005	036-01-005	6095	$3,500.00
006	036-01-006	6095	$3,500.00
007	036-01-007	7475	$3,500.00
008	036-01-008	7475	$3,500.00
009	036-01-009	7475	$3,500.00
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012	036-01-012	8486	$3,500.00
013	036-01-013	12074	$3,500.00
014	036-01-014	10799	$3,500.00
015	036-01-015	10054	$3,500.00
016	036-01-016	10540	$3,500.00
017	036-01-017	7756	$3,500.00
018	036-01-018	7456	$3,500.00
019	036-01-019	7475	$3,500.00
020	036-01-020	7475	$3,500.00
021	036-01-021	9817	$3,500.00
022	036-01-022	11094	$3,500.00
023	036-01-023	12030	$3,500.00
024	036-01-024	9877	$3,500.00
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027	036-01-027	8650	$3,500.00
028	036-01-028	8637	$3,500.00
029	036-01-029	8140	$3,500.00
030	036-01-030	7650	$3,500.00
031	036-01-031	8076	$3,500.00
032	036-01-032	8222	$3,500.00
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034	036-01-034	7482	$3,500.00
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042	036-01-042	8073	$3,500.00
043	036-01-043	8773	$3,500.00
044	036-01-044	8026	$3,500.00
045	036-01-045	7770	$3,500.00
046	036-01-046	6729	$3,500.00
047	036-01-047	6755	$3,500.00
048	036-01-048	6796	$3,500.00
049	036-01-049	6670	$3,500.00
050	036-01-050	6670	$3,500.00
051	036-01-051	6670	$3,500.00
052	036-01-052	6742	$3,500.00
053	036-01-053	6618	$3,500.00
054	036-01-054	6988	$3,500.00
055	036-01-055	8272	$3,500.00
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058	036-01-058	6625	$3,500.00
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061	036-01-061	6625	$3,500.00
062	036-01-062	6625	$3,500.00
063	036-01-063	6537	$3,500.00
064	036-01-064	8977	$3,500.00
065	036-01-065	10258	$3,500.00
066	036-01-066	7381	$3,500.00
067	036-01-067	6625	$3,500.00
068	036-01-068	6625	$3,500.00
069	036-01-069	6625	$3,500.00

MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

ASSESSMENT NO.

036-01-001 thru 036-01-069

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEASIBILITY REPORT DATED FEBRUARY 6, 2006, ON FILE WITH THE DISTRICT CLERK.

WILLDAN Engineering

PROJECT NO.: 13909
DATE: 11-4-2015
SHEET NO. 2 OF 2

EXHIBIT B

AREA SIX METHOD OF ASSESSMENT

MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2
(Florence, Arizona)

ASSESSMENT METHODOLOGY
ASSESSMENT AREA SIX

(Unit 36)

DRAFT

Prepared by:

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

November 16, 2015

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- **Storm Drain Improvements** **2**
- **Municipal Fees** **2**

Preliminary Cost Estimate **3**

Assessment Methodology **4**
- **Introduction** **4**
- **Residential Streets Improvements** **4**
- **Local Storm Drain Improvements** **4**
- **Municipal Fees** ..... Error! Bookmark not defined.
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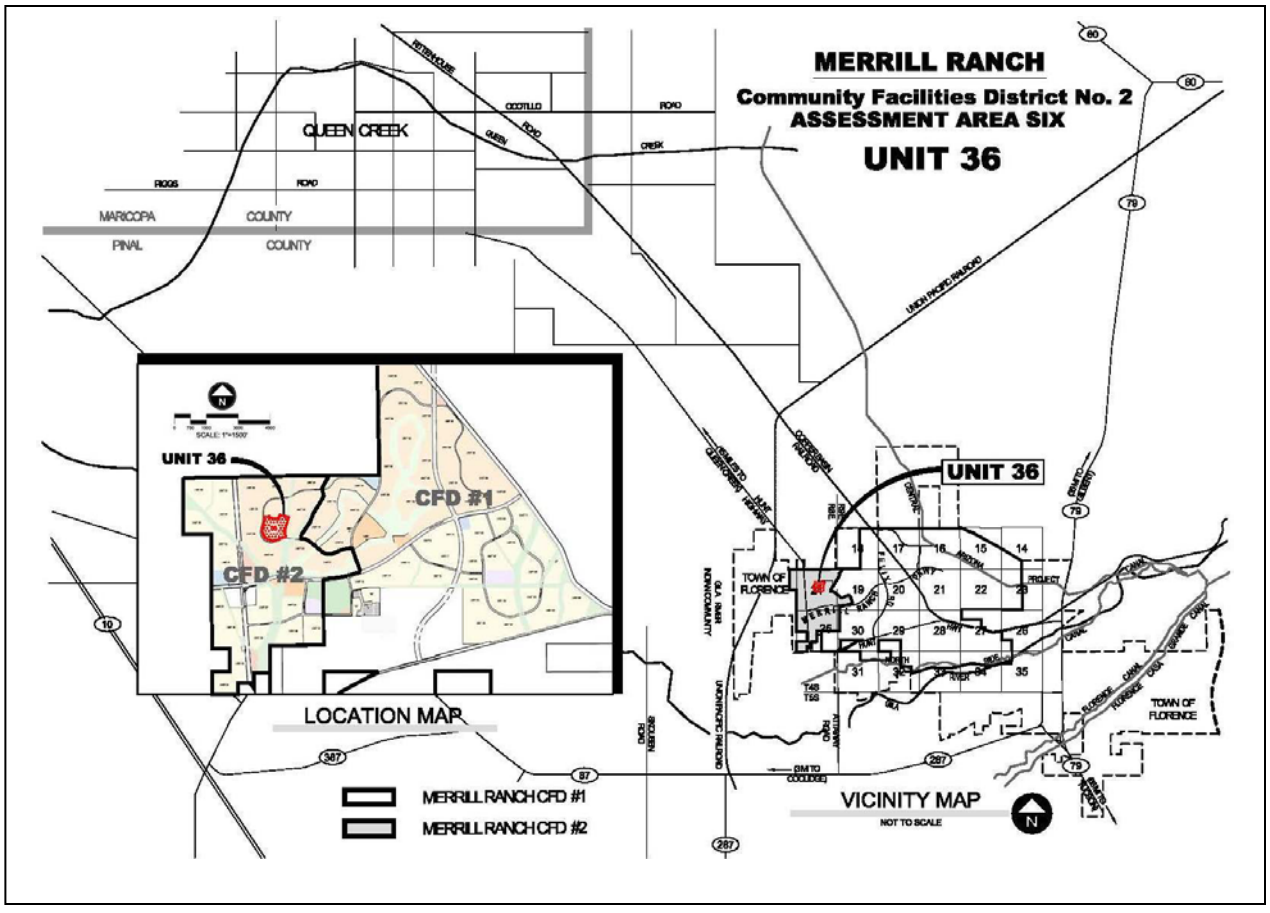
MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2

ASSESSMENT AREA SIX – Unit 36

Willdan, the District Engineer for the Merrill Ranch Community Facilities District No. 2, makes this report of benefit as directed by District staff in support of the *Feasibility Report for the Incurrence of a Not to Exceed $241,500 Aggregate Principal Amount of Installment Purchase Agreement for Merrill Ranch Community Facilities District No. 2 Special Assessment (Assessment Area Six)*, dated November 16, 2015 ("Feasibility Report").

Project Description

The Merrill Ranch master planned community ("Project") consists of 8,970 acres and is located in Florence, Arizona. On November 21, 2005 the Merrill Ranch Community Facilities District No. 2 was established over 1,071 of such acres to finance the construction and/or acquisition of public infrastructure that are part of the Project. Assessment Area Six of such district ("Assessment Area Six") consists of Unit 36. Unit 36 has 69 residential lots within 23.36 gross acres. Special Assessment relates to the acquisition of public infrastructure that will benefit development of Assessment Area Six. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.



Description of Improvements

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

Street Improvements

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

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

Storm Drain Improvements

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

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

Municipal Fees

Municipal fees for this project consist of fees charged by the Town for plan review and inspections as related to the public improvements to be completed in Assessment Area Six, Unit 36.

Preliminary Cost Estimate

A summary of the costs of the portion of the costs of the Improvements to be financed through the installment purchase agreement described in the Feasibility Report (the "Agreement") is as follows, with details available in the Feasibility Report:

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT No. 2
ASSESSMENT AREA SIX (Unit 36)

COST ESTIMATE

Improvement Projects	**Estimated Costs**
PARCEL IMPROVEMENTS	
Storm Drain	$ 110,740.00
Street Improvements	$ 432,808.00
TOTAL IMPROVEMENTS	$ 543,548.00
FINANCED AMOUNT NOT TO EXCEED	**$ 241,500.00**

Assessment Methodology

The State of Arizona Revised Statutes provides that assessments be allocated in proportion to the benefits received by each lot from the improvements. The original assessed amount (prior to cash payments) and consequently the remaining assessments securing the Agreement are allocated at a rate of not to exceed $3,500.00 per lot to the lots within Assessment Area Six Unit 36 based upon the following benefit methodology.

The Improvements consist of local roadways and storm drains benefitting equally each of the 69 residential lots included with the Assessment Area. The roadways and storm drains provide a direct and special benefit to the developable lots to be assessed, in that primary access and required infrastructure is made available to the lots assessed for the improvements within the Assessment Area, and, as such, the assessments shall be set such that each lot will be assessed an equal amount.

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

Introduction

The Improvements consisting of local residential streets and storm drain systems for the properties within Assessment Area Five. The improvements fall into the following categories:

- Residential Streets
- Storm Drain Facilities
- Municipal Fees

Residential Streets Improvements

The street related Improvements to be installed within Assessment Area Six consist of new construction of the local residential streets within each of the parcels to be assessed. Inclusive within the street improvements will be curb and gutter, sidewalks, valley gutters and paving. These improvements provide a direct and special benefit equally on a per lot basis.

Local Storm Drain Improvements

The local storm drain related Improvements will intercept runoff from local residential roadways by either catch basins or scuppers. The runoff will be conveyed to retention facilities will be by underground pipe systems or above ground channels. These improvements provide a direct and special benefit equally on a per lot basis.

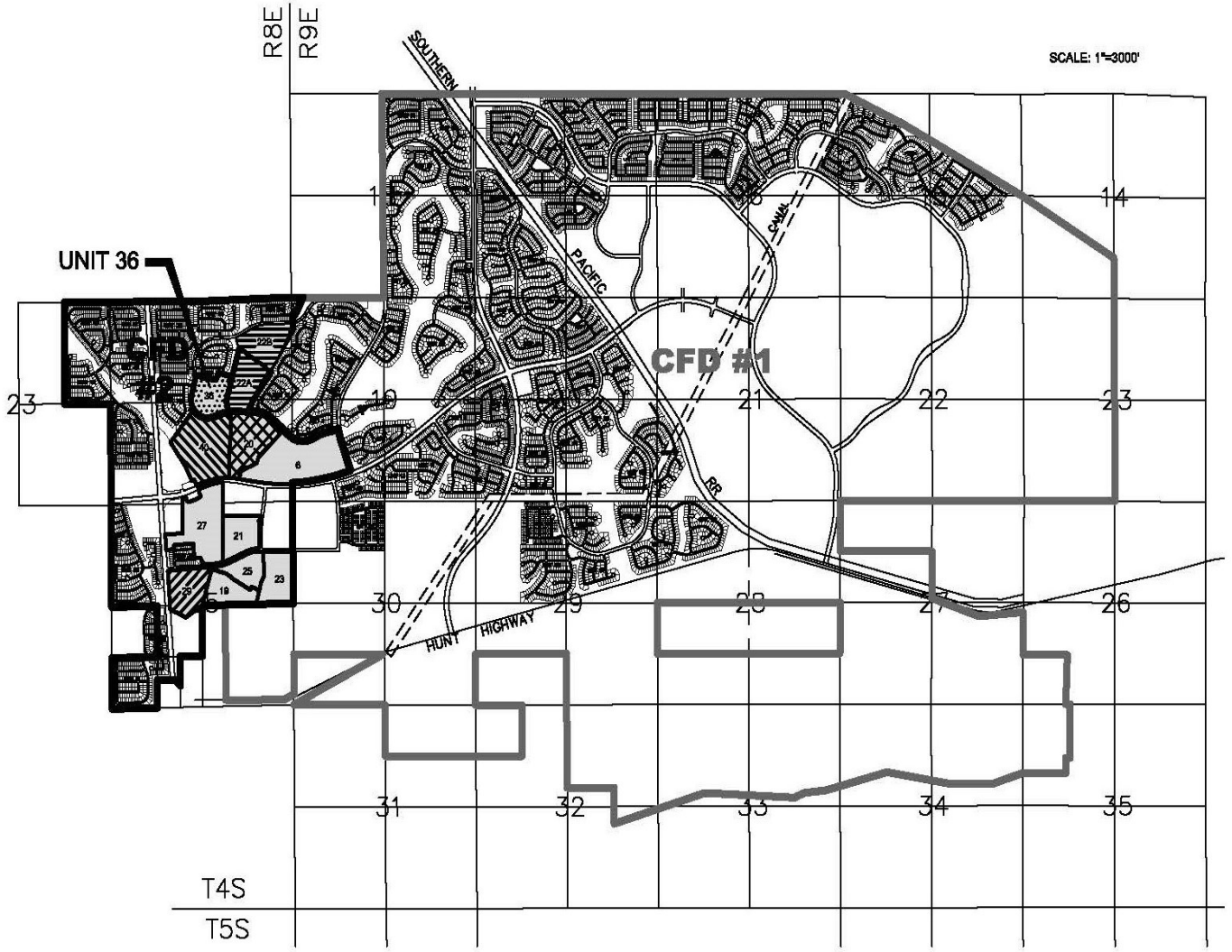
Estimated Special Assessment Liens per Unit/Lot

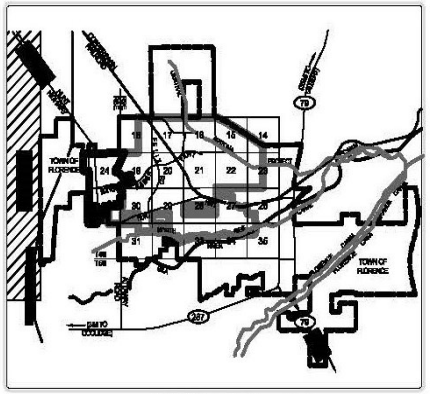
Based upon the information presented above, the assessment to be placed upon each of the parcels and lots located within Assessment Area Six (Unit 36) are as follows:

Assessment Number	Unit /Parcel No.	Use	No. of Lots	Net Ac.	Assessment Lien Per Parcel	Assessment Lien Per Lot (1)
TOTALS	36		**69**		**$ 241,500.00**	**$3,500.00**

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

Assessment Diagram





VICINITY MAP
NOT TO SCALE

MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

DISTRICT ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY WOOD / PATEL AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ENGINEER _____ DATE _____

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON THE _____ DAY OF _____, 2015

DISTRICT CLERK

SIGNED: THIS _____ DAY OF _____, 2015

SUBMITTED: _____ SUPERINTENDENT OF STREETS _____ DATE

LEGEND

	CFD #2 - MERRILL RANCH, DISTRICT BOUNDARY		
20	UNIT NO.		CFD #2 - ASSESSMENT AREA FOUR
	CFD #2 - ASSESSMENT AREA ONE		CFD #2 - ASSESSMENT AREA FIVE
	CFD #2 - ASSESSMENT AREA TWO		CFD #2 - ASSESSMENT AREA SIX
	CFD #2 - ASSESSMENT AREA THREE		

WILLDAN Engineering

PROJECT NO.: 13909
DATE: 11-4-2015
SHEET NO. 1 OF 2

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
001	036-01-001	7086	$3,500.00
002	036-01-002	6882	$3,500.00
003	036-01-003	6351	$3,500.00
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MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

ASSESSMENT NO.

036-01-001 thru 036-01-069

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEASIBILITY REPORT DATED FEBRUARY 6, 2006, ON FILE WITH THE DISTRICT CLERK.

WILLDAN Engineering

PROJECT NO.: 13908
DATE: 11-4-2015
SHEET NO. 2 OF 2

Legal Description of Assessment Area

BAXTER DESIGN GROUP

Community Facilities District
Legal Description
Anthem at Merrill Ranch, Unit 36

A parcel of land lying within Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 24 (2" Aluminum Cap, RLS 21065, found) from which the Southeast Corner of Section 24 (2" Aluminum Cap, RLS 21065) bears North 88 degrees 48 minutes 17 seconds East (basis of bearing), 2610.56 feet and the Center quarter corner of Section 24 (1/2" Rebar w/Cap, RLS 21065, found) bears North 00 degrees 00 minutes 04 seconds East, 2672.72 feet;

Thence North 00 degree 00 minutes 04 seconds East along the Center line of Section 24, a distance of 2235.99 feet to a point from which the Center Quarter corner bears North 00 degree 00 minutes 04 seconds East, 406.73 feet;

Thence departing said Center line, North 59 degrees 59 minutes 56 seconds West, a distance of 61.42 feet to the **POINT OF BEGINNING**;

Thence, Northeasterly an arc distance of 50.54 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds. The radius point bears North 11 degrees 17 minutes 02 seconds East:

Thence, North 04 degrees 45 minutes 32 seconds East, a distance of 207.83 feet;

Thence, Northwesterly an arc distance of 35.14 feet along a curve to the left having a radius of 25.00 feet and an included angle of 80 degrees 32 minutes 23 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 124.66 feet;

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 263.55 feet;

Thence, North 45 degrees 33 minutes 51 seconds West, a distance of 70.58 feet;

Thence, North 28 degrees 52 minutes 13 seconds West, a distance of 83.20 feet;

Thence, North 04 degrees 08 minutes 50 seconds East, a distance of 466.57 feet;

Thence, North 26 degrees 02 minutes 07 seconds East, a distance of 117.34 feet;

Thence, North 42 degrees 43 minutes 55 seconds East, a distance of 142.40 feet,

Thence, South 47 degrees 16 minutes 05 seconds East, a distance of 122.93 feet,

Thence, Northerly an arc distance of 24.77 feet along a non-tangent curve to the left having a radius of 25.00 feet and an included angle of 56 degrees 46 minutes 02 seconds. The radius point bears North 70 degrees 43 minutes 26 seconds West;
Thence, Northerly an arc distance of 123.90 feet along a reverse curve to the right having a radius of 240.00 feet and an included angle of 29 degrees 34 minutes 40 seconds;

Thence, Westerly an arc distance of 33.74 feet along a reverse curve to the left a radius of 25.00 feet and an included angle of 77 degrees 19 minutes 41 seconds,

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 87.83 feet;

Thence, Southwesterly an arc distance of 45.47 feet along a curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds;

Thence, Northerly an arc distance of 96.75 feet along a non-tangent curve to the left having a radius of 880.00 feet and an included angle of 06 degrees 17 minutes 58 seconds. The radius point bears North 82 degrees 05 minutes 29 seconds West;

Thence, Southeasterly an arc distance of 45.47 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds. The radius point bears South 88 degrees 23 minutes 27 seconds East.

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 81.37 feet;

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

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 40.00 feet;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 31.87 feet;

Thence, Southerly an arc distance of 89.98 feet along a curve to the left having a radius of 200.00 feet and an included angle of 25 degrees 46 minutes 37 seconds;

Thence, North 68 degrees 58 minutes 55 seconds East, a distance of 115.00 feet;

Thence, South 40 degrees 06 minutes 26 seconds East, a distance of 55.60 feet;

Thence, South 76 degrees 04 minutes 25 seconds East, a distance of 59.66 feet;

Thence, South 83 degrees 04 minutes 59 seconds East, a distance of 195.04 feet;

Thence, North 04 degrees 58 minutes 15 seconds East, a distance of 27.72 feet;

Thence, North 30 degrees 15 minutes 30 seconds East, a distance of 129.83 feet;

Thence, South 36 degrees 51 minutes 30 seconds East, a distance of 129.10 feet;

BAXTER DESIGN GROUP

Thence, Easterly an arc distance of 23.29 feet along a non-tangent curve to the right having a radius of 50.00 feet and an included angle of 26 degrees 41 minutes 05 seconds. The radius point bears South 36 degrees 51 minutes 30 seconds East.

Thence, North 10 degrees 10 minutes 24 seconds West, a distance of 134.48 feet;

Thence, South 73 degrees 36 minutes 30 seconds East, a distance of 121.45 feet;

Thence, South 47 degrees 02 minutes 36 seconds East, a distance of 77.90 feet;

Thence, South 20 degrees 28 minutes 42 seconds East, a distance of 95.75 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 592.66 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 115.00 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 132.85 feet;

Thence, Southerly an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet and an included angle of 25 degrees 50 minutes 31 seconds;

Thence, Southwesterly an arc distance of 95.38 feet along a revere curve to the right having a radius of 50.00 feet and an included angle of 109 degrees 17 minutes 36 seconds;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 115.33 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 156.65 feet;

Thence, North 08 degrees 35 minutes 42 seconds East, a distance of 119.43 feet;

Thence, Westerly an arc distance of 11.33 feet along a non-tangent curve to the left having a radius of 580.00 feet and an include angle of 01 degrees 07 minutes 11 seconds. The radius point bears South 08 degrees 35 minutes 42 seconds West;

Thence, Southwesterly an arc distance of 40.46 feet along a compound curve to the left having a radius of 25.00 feet and an included angle of 92 degrees 43 minutes 00 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 207.21 feet;

Thence, Southeasterly an arc distance of 50.54 feet along a curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds;

Thence, Westerly an arc distance of 107.05 feet along a non-tangent curve to the right having a radius of 470.00 feet and an included angle of 13 degrees 03 minutes 00 seconds to the **POINT OF BEGINNING**. The radius point bears North 01 degrees 45 minutes 58 seconds West.

BAXTER DESIGN GROUP

Containing 16.2748 acres, more or less.
See Exhibit "A", attached.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT
ASSESSMENT AREA SIX
UNIT 36

ASSESSMENT NUMBER	LOT NUMBER	APN	ADDRESS				ASSESSMENT AMOUNT
036-01-001	001	211-11-896	7819 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-002	002	211-11-897	7811 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-003	003	211-11-898	7797 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-004	004	211-11-899	3879 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-005	005	211-11-900	3893 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-006	006	211-11-901	3909 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-007	007	211-11-902	3923 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-008	008	211-11-903	3941 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-009	009	211-11-904	3959 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-010	010	211-11-905	3977 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-011	011	211-11-906	3995 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-012	012	211-11-907	4005 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-013	013	211-11-908	4013 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-014	014	211-11-909	4019 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-015	015	211-11-910	4020 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-016	016	211-11-911	4004 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-017	017	211-11-912	3980 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-018	018	211-11-913	7788 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-019	019	211-11-914	7804 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-020	020	211-11-915	7822 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-021	021	211-11-916	7844 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-022	022	211-11-917	7874 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-023	023	211-11-918	7857 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-024	024	211-11-919	7841 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-025	025	211-11-920	7825 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-026	026	211-11-921	7807 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-027	027	211-11-922	7791 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-028	028	211-11-923	7769 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-029	029	211-11-924	7749 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-030	030	211-11-925	7772 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-031	031	211-11-926	7790 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-032	032	211-11-927	7806 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-033	033	211-11-928	7822 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-034	034	211-11-929	7840 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-035	035	211-11-930	7858 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-036	036	211-11-931	7878 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-037	037	211-11-932	7896 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-038	038	211-11-933	7893 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00

MERRILL RANCH COMMUNITY FACILITIES DISTRICT
ASSESSMENT AREA SIX
UNIT 36

ASSESSMENT NUMBER	LOT NUMBER	APN	ADDRESS				ASSESSMENT AMOUNT
036-01-039	039	211-11-934	7873 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-040	040	211-11-935	7853 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-041	041	211-11-936	7835 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-042	042	211-11-937	7815 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-043	043	211-11-938	7793 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-044	044	211-11-939	7771 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-045	045	211-11-940	7798 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-046	046	211-11-941	7814 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-047	047	211-11-942	7824 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-048	048	211-11-943	7838 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-049	049	211-11-944	7858 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-050	050	211-11-945	7870 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-051	051	211-11-946	7886 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-052	052	211-11-947	7902 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-053	053	211-11-948	3988 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-054	054	211-11-949	3976 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-055	055	211-11-950	3964 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-056	056	211-11-951	3954 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-057	057	211-11-952	3944 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-058	058	211-11-953	3930 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-059	059	211-11-954	3916 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-060	060	211-11-955	3902 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-061	061	211-11-956	3888 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-062	062	211-11-957	3872 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-063	063	211-11-958	3858 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-064	064	211-11-959	3850 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-065	065	211-11-960	7911 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-066	066	211-11-961	7905 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-067	067	211-11-962	7893 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-068	068	211-11-963	7879 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-069	069	211-11-964	7865 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00

Conclusion

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

_____

Grant I. Anderson, P.E.
District Engineer

EXHIBIT C

FORM OF NOTICE OF HEARING ON REPORT

NOTICE FOR HEARING REQUIRED BY A.R.S. § 48-715 ON REPORT OF THE FEASIBILITY AND BENEFITS OF CERTAIN PROJECTS TO BE FINANCED WITH THE PROCEEDS OF SPECIAL ASSESSMENTS LEVIED AND COLLECTED WITHIN AN AREA OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AND OF THE ADOPTION OF THE RESOLUTION OF INTENTION WITH RESPECT TO CERTAIN PUBLIC INFRASTRUCTURE PURPOSES DESCRIBED IN SUCH STUDY

Pursuant to Section 48-715, Arizona Revised Statutes, as amended, notice is hereby given that a public hearing on the report of the feasibility and benefits of projects to be financed with the proceeds of special assessments levied and collected within an area of Merrill Ranch Community Facilities District No. 2 shall be held by the District Board on November 16, 2015, at approximately 6:00 p.m. (Arizona time), or immediately preceding the meeting of the Mayor and Common Council of the Town of Florence, Arizona, on the same date in the Council Chambers located at 775 North Main Street, Florence, Arizona. Such feasibility report and further information relating thereto are on file with the Town Clerk of the Town of Florence, Arizona/District Clerk of Merrill Ranch Community Facilities District No. 2, 775 North Main Street, Florence, Arizona 85232, telephone number: (520) 868-7552. **THE MATTERS IN THE STUDY OF FEASIBILITY AND BENEFITS RELATING TO THE "WORK" AND THE "ESTIMATE" AND THE "PLANS AND SPECIFICATIONS" RELATING THERETO ARE ALSO THE SUBJECT OF THE RESOLUTION OF INTENTION RELATING TO THE WORK TO BE ADOPTED SIMULTANEOUSLY WITH THE RESOLUTION APPROVING SUCH STUDY OF FEASIBILITY AND BENEFITS AFTER SUCH HEARING, SUCH RESOLUTION DECLARING THAT SUCH DISTRICT WILL PROVIDE THE WORK, ISSUE BONDS OR INCUR OTHER OBLIGATIONS FOR SUCH PURPOSE AND ASSESS THE COSTS AND EXPENSES THEREOF AGAINST THE AREA IN SUCH DISTRICT DESCRIBED IN SUCH STUDY OF FEASIBILITY AND BENEFITS. THERE SHALL NOT BE A SEPARATE PUBLIC HEARING WITH RESPECT TO SUCH RESOLUTION OF INTENTION. SUCH BONDS OR OTHER OBLIGATIONS SHALL BE INCURRED PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AGREEMENT, IN THE NAME OF THE DISTRICT, BUT PAYABLE ONLY OUT OF A SPECIAL FUND COLLECTED BY THE DISTRICT FROM SPECIAL ASSESSMENTS LEVIED UPON THE LOTS, TRACTS, PIECES AND PARCELS OF LAND INCLUDED WITHIN SUCH AREA, IN NOT TO EXCEED TWENTY-FIVE (25) ANNUAL INSTALLMENTS FROM THE ASSESSMENT OF TWENTY-FIVE DOLLARS ($25.00) OR OVER REMAINING UNPAID AS OF THE DATE OF INCURRENCE THEREOF AS PROVIDED BY THE DEVELOPMENT AGREEMENT. SUCH BONDS OR OTHER OBLIGATIONS SHALL BEAR INTEREST AT RATES NOT TO EXCEED TEN PERCENT (10%) PER ANNUM FROM THEIR DATE, PAYABLE ON THE FIRST DAY OF JANUARY AND JULY OF EACH YEAR AND SHALL BE PAYABLE IN THE MANNER AND BE SUBJECT TO THE PROVISIONS AS TO COLLECTION OF ASSESSMENTS FOR THE PAYMENT THEREOF, EXCEPT AS OTHERWISE DESCRIBED IN THE**

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

Dated this ..... day of ....., 2015.

/s/ Lisa Garcia
.....
District Manager, Merrill Ranch
Community Facilities District No. 2

MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2
(Florence, Arizona)

FEASIBILITY REPORT

Not to Exceed $241,500
(Assessment Area Six - Unit 36)
November 16, 2015

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Descriptions of the Projects	**TWO**
Map of Location of the Projects	**THREE**
Estimated Costs of the Projects	**FOUR**
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Maps of the Area to be Benefited	**SIX**
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Legal Description of Assessment Area	**APPENDIX**

SECTION ONE

INTRODUCTION, PURPOSE OF FEASIBILITY REPORT, GENERAL DESCRIPTION OF DISTRICT AND ASSESSMENT AREA

INTRODUCTION

This Feasibility Report (this "Report") has been prepared by engineers and other qualified persons for presentation to the District Board (the "Board") of Merrill Ranch Community Facilities District No. 2 (the "District") in connection with the proposed incurrence by the District of a special assessment lien installment purchase agreement which is incorporated in the herein after described Development Agreement with respect to certain public infrastructure (as defined in Section 48-701, Arizona Revised Statutes) to be financed pursuant to the Development Agreement (the "Projects") and of the plan for financing the Projects in accordance with the provisions of Section 48-715, Arizona Revised Statutes- and is considered part of (i) the statement of the estimated costs and expenses of the amounts to be financed through the incurrence of the Development Agreement and (ii) the plans and specifications for purposes of levying the assessment from which the Development Agreement are to be repaid, in each case for all purposes of and pursuant to the Community Facilities District Act of 1989, Title 48, Chapter 4, Article 6 of Arizona Revised Statutes (the "Act").

PURPOSE OF FEASIBILITY REPORT

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

THIS REPORT HAS ALSO BEEN PREPARED AS PART OF THE DECLARATION OF INTENT FOR PURPOSES OF SECTION 48-721(A), ARIZONA REVISED STATUTES AND THE HEREINAFTER DESCRIBED DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT, DATED AS OF NOVEMBER 1, 2005, AS AMENDED BY THE FIRST AMENDMENT AND WAIVERS (ASSESSMENT AREA ONE), DATED AS OF FEBRUARY 1, 2006, THE SECOND AMENDMENT AND WAIVERS (ASSESSMENT AREA TWO – UNIT 29), DATED AS OF APRIL 1, 2008, THE THIRD AMENDMENT AND WAIVERS (ASSESSMENT AREA THREE – UNIT 40), DATED AS OF NOVEMBER 1, 2008, THE FOURTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FOUR – UNIT 20), DATED AS OF FEBRUARY 1, 2010 AND THE FIFTH AMENDMENT AND WAIVERS (ASSESSMENT AREA FIVE – UNIT 22A & 22B), DATED AS OF APRIL 1, 2013, AND THE SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX – UNIT 36) TO BE DATED AS OF NOVEMBER 1, 2015 (AS SO AMENDED, THE "DEVELOPMENT AGREEMENT") WITH RESPECT TO THE ACQUISITION OF THE PROJECTS FOR THE BENEFIT OF THE AREAS DESCRIBED IN THIS REPORT. On the date this Report is approved, the Board will resolve, among other things, that (i) the public interest or convenience requires, and it is the intention of the Board, to order the Projects described in substantial form in this Report, (ii) the Projects shall be performed substantially in accordance with this Report and specific plans and specifications relating to the Projects, forms of which are filed with this Report for each of the types of the Projects and the contents of which are incorporated by this reference (the "Plans and Specifications"); (iii) the Estimate (as such term is defined herein) is approved and adopted by the Board; (iv) the Projects described substantially in the Plans and Specifications shall be performed as provided in the Development Agreement; (v) the Projects are of more than local or ordinary public benefit and are of special benefit to the respective lots, pieces and parcels of land within the portion of the District described in Section Six and in the Appendix hereto (the "Assessment Area") and the costs and expenses of the Projects will be charged upon the Assessment Area which shall be benefited by the Projects and assessed to pay the costs and expenses thereof in proportion to the benefit derived therefrom; (vi) the public convenience requires that the Development Agreement shall be incurred to represent the costs and

expenses of the Projects, in the name of the District, but payable only out of a special fund collected by the District from installments of the assessment levied upon the lots, tracts, pieces and parcels of land included within the Assessment Area, in not to exceed twenty-five (25) annual installments from the assessment of twenty-five dollars ($25.00) or over remaining unpaid as provided by the Development Agreement and (vii) the Development Agreement shall bear interest at the rate of not to exceed twelve percent (12%) per annum, payable on the first day of January and July of each year and shall be payable in the manner and be subject to the provisions as to collection of assessments for the payment thereof, except as otherwise described in the Development Agreement, and neither District nor the Town of Florence, Arizona (the "Town"), is required to purchase delinquent land at sale if there is no other purchaser, as described in Title 48, Chapter 4, Article 2, save and except that the method of collection of such assessments shall be as provided in Sections 48-600 through 48-607, Arizona Revised Statutes as nearly as practicable, both inclusive and not as provided in Section 48-608, Arizona Revised Statutes.

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

GENERAL DESCRIPTION OF DISTRICT AND ASSESSMENT AREAS

Formation of the District was approved on November 21, 2005 by the Town upon the request of Pulte Homes, Inc. ("Pulte Homes"), a Michigan corporation and the parent company for Pulte Home Corporation, as the owner of all of the land within the District upon formation. The District is located within the municipal boundaries of the Town. (See the maps in Sections Three and Six and Appendix A for a description of the boundaries of the District.)

The District was formed to finance the costs of certain public infrastructure purposes (as such term is defined in the Act), including particularly with respect to the Projects. All of the land within the boundaries of the District (approximately 1,070 acres) is being developed as part of an approximately 3,191 acre master-planned development known as Anthem at Merrill Ranch ("Anthem"). Anthem is being developed within an approximately 8,970 acre mixed use, master-planned community known as "Merrill Ranch". Simultaneously with the formation of the District, Merrill Ranch Community Facilities District No. 1 ("District No. 1") was formed over 7,900 acres of Merrill Ranch to finance the cost of certain infrastructure improvements within District No. 1. Within Anthem, there is both an active adult community ("Sun City") and a family oriented community ("Parkside"). The boundaries of the District and District No. 1 do not overlap, however Anthem encompasses land within both districts. Merrill Ranch is the subject of the Development Agreement. (The Development Agreement is available for review at the Office of the Clerk of the Town.)

The Assessment Area contains approximately 23.36 acres and upon build out will comprise approximately 69 single family lots. Although the number of acres devoted to each particular type of land use may ultimately vary from those presented, the build-out of Merrill Ranch and the Assessment Area is currently expected to include the following land uses:

Merrill Ranch CFD No. 2 Anticipated Land Use Plan

	District		Unit 36	
Description	**Acres**	**Number of Units**	**Estimated Lots**	**Estimated Acres**
Residential - 40' - 46' x 115'	294	1,554	-	-
Residential - 54' - 65' x 115'	220	1,035	69	23
Residential - 70' - 80' x 115'	177	551	-	-
Residential - 65' x 120'	1	4	-	-
Golf Courses	43	-	-	-
Police/Fire	8	-	-	-
Roadway/ROW	67	-	-	-
Schools	15	-	-	-
Open Space/Parks	222	-	-	-
Worship Sites	13	-	-	-
Total:	1,060	3,144	69	23

The single-family residences to be constructed by Pulte Homes within Anthem currently range in size from 1,400 to 2,700 square feet and are currently base priced from $138,000 to $350,000.

The following table represents the single family residential closings from January 1, 2006 through September 30, 2015:

	CFD 1	CFD 2	CFD 1	CFD 2	
	Sun City		Parkside		TOTAL
2006	92	30	25	41	188
2007	91	43	98	237	469
2008	176	38	68	171	453
2009	136	2	34	98	270
2010	38	59	22	68	187
2011	2	68	17	45	132
2012	16	48	51	14	129
2013	78	32	59	13	182
2014	25	75	44	5	149
2015	22	53	40	0	115
	676	448	458	692	2,274

Source: Pulte Homes

SECTION TWO

DESCRIPTION OF THE PROJECTS

DESCRIPTION OF THE PROJECTS

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

(1) Storm Drain

The Projects further include storm drain within the public roadways of the Assessment Area. The storm drain will intercept runoff from the public roadways by either catch basins or scuppers, conveying to retention facilities by pipe or overland flow. The pipe will be sized between 15 inches and 36 inches of concrete pipe, or approved alternate.

Description	Unit of Measure	Quantity
Storm Drain Pipe	LF in Unit 36	1258

* LF = lineal feet

(2) Street Improvements

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

Description	Unit of Measure	Unit	Quantity
Paving	SY*	36	11,908
Curb and Gutter	LF*	36	6,707
Sidewalk	SF*	36	13,204

*SY= Square Yard
*LF= Lineal Foot
*SF= Square Foot

SECTION THREE

MAP OF LOCATION OF THE PROJECTS

SEE ALSO "MAPS OF THE AREA TO BE BENEFITED"

SECTION FOUR

ESTIMATED COSTS OF THE PROJECTS

ESTIMATED COST OF THE PROJECTS

Shown below is a summary of the total costs of the Projects (the "Estimate"). The acquisition costs to be paid as described in Section Seven – "PLAN OF FINANCE" equal $241,500 and are anticipated to be incurred prior to and after the levy of the Assessment described in such section. No further amounts are due with respect to the Projects as of the date of such levy. If applicable, amounts are the result of public bidding to be, in aggregate decreased, but not increased. The actual acquisition costs of the Projects will be determined as prescribed in the Development Agreement, but will not collectively be more than those shown below.

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

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

Assessment Area Five Projects	Estimated Costs
1. Storm Drain	$110,740
2. Street Improvements	432,808
Total Assessment Area Projects	$543,548

SECTION FIVE

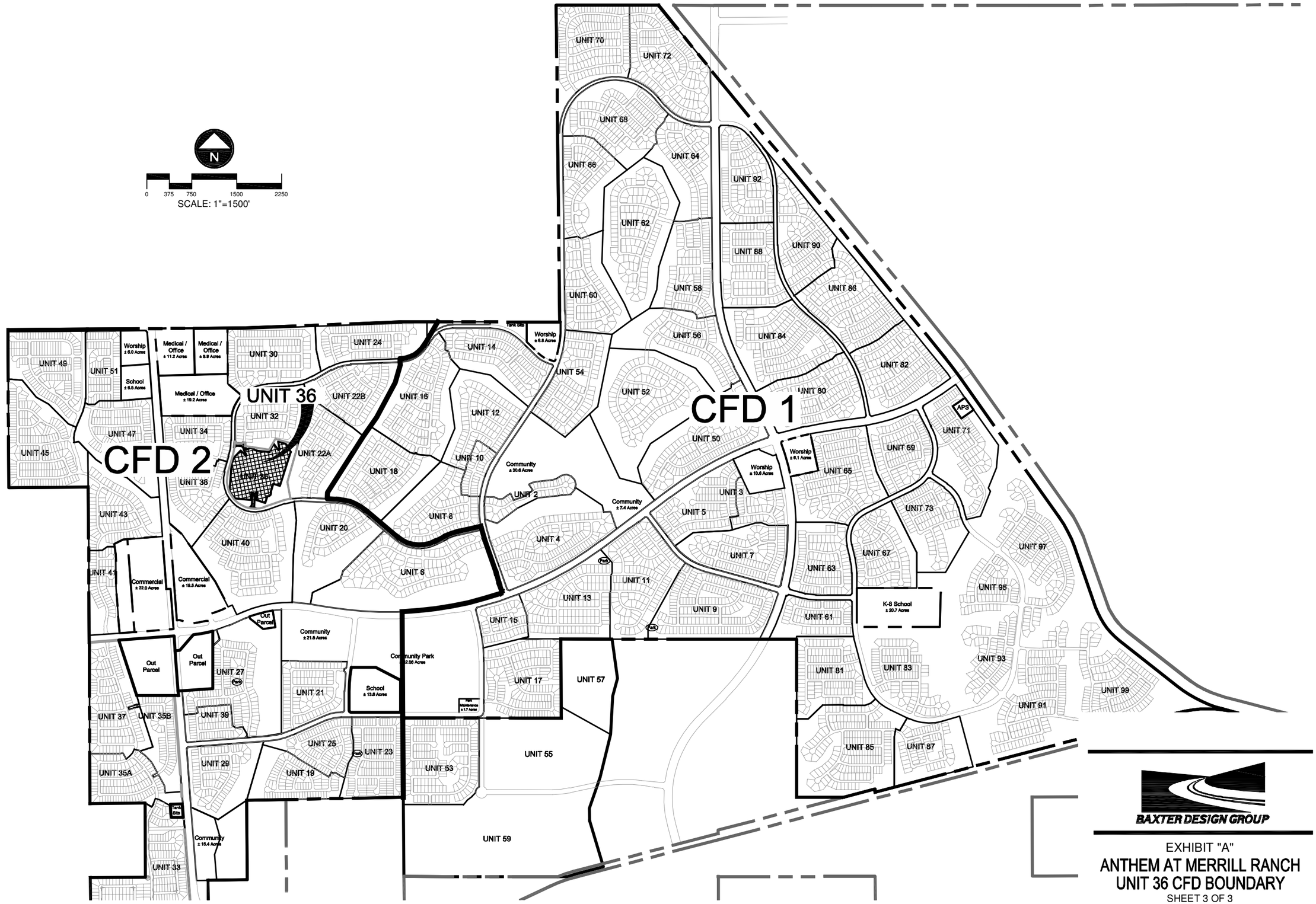
TIMETABLE FOR COMPLETION OF THE PROJECTS

TIMETABLE FOR COMPLETION OF THE PROJECTS

Project	Estimated Completion Date
1. Storm Drain	Completed
2. Street Improvements	12/1/15

SECTION SIX

MAPS OF THE AREA TO BE BENEFITED


N
0 375 750 1500 2250
SCALE: 1"=1500'
CFD 1
CFD 2
UNIT 70
UNIT 72
UNIT 68
UNIT 66
UNIT 64
UNIT 92
UNIT 62
UNIT 88
UNIT 90
UNIT 60
UNIT 58
UNIT 86
UNIT 56
UNIT 84
UNIT 82
UNIT 54
UNIT 52
UNIT 80
UNIT 50
UNIT 69
UNIT 71
UNIT 65
UNIT 3
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UNIT 73
UNIT 7
UNIT 63
UNIT 67
UNIT 97
UNIT 11
UNIT 13
UNIT 9
UNIT 61
UNIT 95
UNIT 15
UNIT 17
UNIT 57
UNIT 81
UNIT 83
UNIT 93
UNIT 99
UNIT 55
UNIT 85
UNIT 87
UNIT 91
UNIT 59
UNIT 53
UNIT 23
UNIT 25
UNIT 19
UNIT 28
UNIT 35A
UNIT 37
UNIT 35B
UNIT 39
UNIT 27
UNIT 21
UNIT 33
UNIT 41
UNIT 43
UNIT 45
UNIT 47
UNIT 49
UNIT 51
UNIT 34
UNIT 36
UNIT 32
UNIT 30
UNIT 22B
UNIT 22A
UNIT 24
UNIT 16
UNIT 14
UNIT 12
UNIT 10
UNIT 18
UNIT 8
UNIT 20
UNIT 40
UNIT 6
UNIT 4
UNIT 2
UNIT 54
Worship ± 6.0 Acres
School ± 6.5 Acres
Medical / Office ± 11.2 Acres
Medical / Office ± 8.9 Acres
Medical / Office ± 19.2 Acres
Worship ± 8.8 Acres
Worship ± 10.8 Acres
Worship ± 6.1 Acres
Community ± 30.6 Acres
Community ± 7.4 Acres
Commercial ± 22.0 Acres
Commercial ± 19.5 Acres
Out Parcel
Out Parcel
Out Parcel
Community ± 21.5 Acres
Community Park ± 2.06 Acres
School ± 13.8 Acres
Park Maintenance ± 1.7 Acres
Community ± 15.4 Acres
K-8 School ± 20.7 Acres
APS
Park
Park
Park

STORM DRAIN

Unit 36			
	Lot Size	Yield	Mix %
	53' x 115'	31	44.9%
	65' x 115'	38	55.1%
	Total	69	100%

Anthem at Merrill Ranch

Unit 36 - Option E (revised)

September 15, 2014

NORRIS DESIGN
Planning | Landscape Architecture
4450 North 12th Street,
Suite 236
Phoenix, AZ 85014
P 602.254.9600
www.norris-design.com

NORTH

0 100' 200' 400'

SCALE: 1" = 200'

CONCRETE

Unit 36			
	Lot Size	Yield	Mix %
	53' x 115'	31	44.9%
	65' x 115'	38	55.1%
	Total	69	100%

Anthem at Merrill Ranch

Unit 36 - Option E (revised)

September 15, 2014

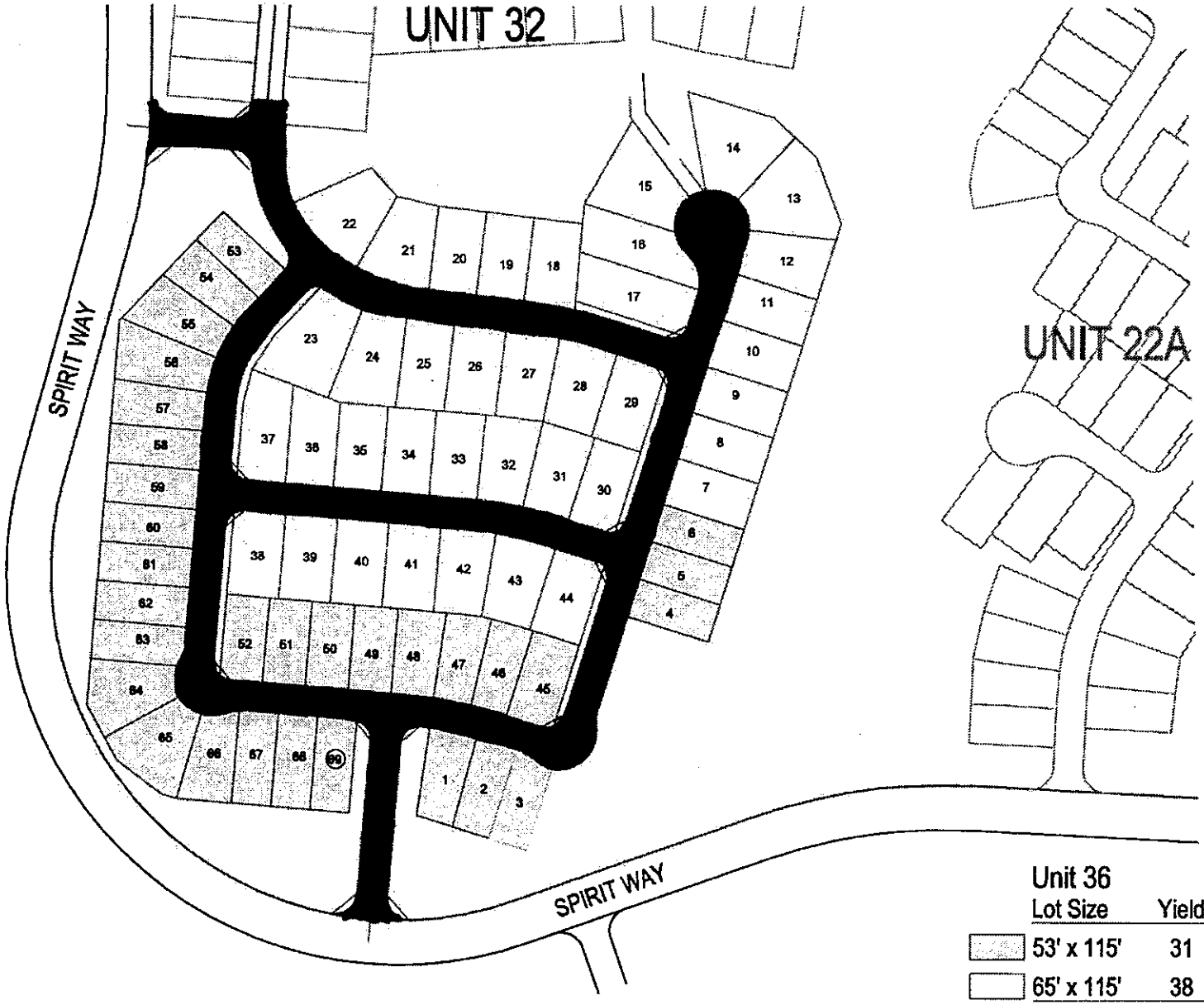
NORRIS DESIGN
Planning | Landscape Architecture
4450 North 12th Street, Suite 236
Phoenix, AZ 85014
P 602.254.9600
www.norris-design.com

NORTH

0 100' 200' 400'

SCALE: 1" = 200'

PAVING



Unit 36			
	Lot Size	Yield	Mix %
	53' x 115'	31	44.9%
	65' x 115'	38	55.1%
	Total	69	100%

Anthem at Merrill Ranch

Unit 36 - Option E (revised)

September 15, 2014

NORRIS DESIGN
Planning | Landscape Architecture
4450 North 12th Street, Suite 238
Phoenix, AZ 85014
P 602.254.9600
www.norris-design.com

NORTH

0 100' 200' 400'

SCALE: 1" = 200'

SECTION SEVEN

PLAN OF FINANCE

(1) Costs of the acquisition of the Projects as described in Section Six – "ESTIMATED COSTS OF THE PROJECTS" will be provided for by the District pursuant to the Development Agreement.

(2) Installment purchase payments due with respect to the Projects pursuant to the Development Agreement (the "Payments") shall be payable from amounts collected by the District from the hereinafter described special assessment (the "Assessment").

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

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

(3) The principal component is expected to have an approximately 25 year amortization with the first year being interest only and the principal then over the remaining 24 years. See the following "Estimated Payments" in this Section.

(4) Section 32-2181, Arizona Revised Statutes et seq. requires the disclosure of all property taxes and assessments to be paid by a homeowner in the Arizona Department of Real Estate Subdivision Public Report (the "Public Report"). Each homebuyer must be supplied a Public Report and, prior to any home sale, the homebuyer must acknowledge by signature that they have read and accepted the Public Report. In addition, Pulte will require the homebuyer to sign an additional form that highlights and discloses the additional assessment payments as a result of District financing.

(5) The District has entered into an agreement with the Pinal County Treasurer for the collection of the Assessments in a similar manner and together with the collection by the County of real property taxes.

Estimated Debt Service Requirements

Fiscal Year	$241,500 Series 2015 Dated: 12/1/2015 Principal	Estimated (a) Interest @ 7.50%	Estimated Annual
2015/16	$0	$10,566	$10,566
2016/17	3,553	18,113	21,666
2017/18	3,819	17,846	21,665
2018/19	4,106	17,560	21,666
2019/20	4,413	17,252	21,665
2020/21	4,744	16,921	21,665
2021/22	5,100	16,565	21,665
2022/23	5,483	16,182	21,665
2023/24	5,894	15,771	21,665
2024/25	6,336	15,329	21,665
2025/26	6,811	14,854	21,665
2026/27	7,322	14,343	21,665
2027/28	7,871	13,794	21,665
2028/29	8,462	13,204	21,666
2029/30	9,096	12,569	21,665
2030/31	9,778	11,887	21,665
2031/32	10,512	11,153	21,665
2032/33	11,300	10,365	21,665
2033/34	12,148	9,518	21,666
2034/35	13,059	8,606	21,665
2035/36	14,038	7,627	21,665
2036/37	15,091	6,574	21,665
2037/38	16,223	5,442	21,665
2038/39	17,440	4,226	21,666
2039/40	18,747	2,918	21,665
2040/41	20,154	1,512	21,666
	$241,500	$310,694	$552,194

(a) Interested estimated at 7.50%. Subject to change

APPENDIX

LEGAL DESCRIPTION OF ASSESSMENT AREA

BAXTER DESIGN GROUP

Community Facilities District
Legal Description
Anthem at Merrill Ranch, Unit 36

A parcel of land lying within Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 24 (2" Aluminum Cap, RLS 21065, found) from which the Southeast Corner of Section 24 (2" Aluminum Cap, RLS 21065) bears North 88 degrees 48 minutes 17 seconds East (basis of bearing), 2610.56 feet and the Center quarter corner of Section 24 (1/2" Rebar w/Cap, RLS 21065, found) bears North 00 degrees 00 minutes 04 seconds East, 2672.72 feet;

Thence North 00 degree 00 minutes 04 seconds East along the Center line of Section 24, a distance of 2235.99 feet to a point from which the Center Quarter corner bears North 00 degree 00 minutes 04 seconds East, 406.73 feet;

Thence departing said Center line, North 59 degrees 59 minutes 56 seconds West, a distance of 61.42 feet to the **POINT OF BEGINNING**;

Thence, Northeasterly an arc distance of 50.54 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds. The radius point bears North 11 degrees 17 minutes 02 seconds East:

Thence, North 04 degrees 45 minutes 32 seconds East, a distance of 207.83 feet;

Thence, Northwesterly an arc distance of 35.14 feet along a curve to the left having a radius of 25.00 feet and an included angle of 80 degrees 32 minutes 23 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 124.66 feet;

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 263.55 feet;

Thence, North 45 degrees 33 minutes 51 seconds West, a distance of 70.58 feet;

Thence, North 28 degrees 52 minutes 13 seconds West, a distance of 83.20 feet;

Thence, North 04 degrees 08 minutes 50 seconds East, a distance of 466.57 feet;

Thence, North 26 degrees 02 minutes 07 seconds East, a distance of 117.34 feet;

Thence, North 42 degrees 43 minutes 55 seconds East, a distance of 142.40 feet,

Thence, South 47 degrees 16 minutes 05 seconds East, a distance of 122.93 feet,

Thence, Northerly an arc distance of 24.77 feet along a non-tangent curve to the left having a radius of 25.00 feet and an included angle of 56 degrees 46 minutes 02 seconds. The radius point bears North 70 degrees 43 minutes 26 seconds West;
Thence, Northerly an arc distance of 123.90 feet along a reverse curve to the right having a radius of 240.00 feet and an included angle of 29 degrees 34 minutes 40 seconds;

Thence, Westerly an arc distance of 33.74 feet along a reverse curve to the left a radius of 25.00 feet and an included angle of 77 degrees 19 minutes 41 seconds,

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 87.83 feet;

Thence, Southwesterly an arc distance of 45.47 feet along a curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds;

Thence, Northerly an arc distance of 96.75 feet along a non-tangent curve to the left having a radius of 880.00 feet and an included angle of 06 degrees 17 minutes 58 seconds. The radius point bears North 82 degrees 05 minutes 29 seconds West;

Thence, Southeasterly an arc distance of 45.47 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds. The radius point bears South 88 degrees 23 minutes 27 seconds East.

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 81.37 feet;

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

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 40.00 feet;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 31.87 feet;

Thence, Southerly an arc distance of 89.98 feet along a curve to the left having a radius of 200.00 feet and an included angle of 25 degrees 46 minutes 37 seconds;

Thence, North 68 degrees 58 minutes 55 seconds East, a distance of 115.00 feet;

Thence, South 40 degrees 06 minutes 26 seconds East, a distance of 55.60 feet;

Thence, South 76 degrees 04 minutes 25 seconds East, a distance of 59.66 feet;

Thence, South 83 degrees 04 minutes 59 seconds East, a distance of 195.04 feet;

Thence, North 04 degrees 58 minutes 15 seconds East, a distance of 27.72 feet;

Thence, North 30 degrees 15 minutes 30 seconds East, a distance of 129.83 feet;

Thence, South 36 degrees 51 minutes 30 seconds East, a distance of 129.10 feet;

BAXTER DESIGN GROUP

Thence, Easterly an arc distance of 23.29 feet along a non-tangent curve to the right having a radius of 50.00 feet and an included angle of 26 degrees 41 minutes 05 seconds. The radius point bears South 36 degrees 51 minutes 30 seconds East.

Thence, North 10 degrees 10 minutes 24 seconds West, a distance of 134.48 feet;

Thence, South 73 degrees 36 minutes 30 seconds East, a distance of 121.45 feet;

Thence, South 47 degrees 02 minutes 36 seconds East, a distance of 77.90 feet;

Thence, South 20 degrees 28 minutes 42 seconds East, a distance of 95.75 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 592.66 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 115.00 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 132.85 feet;

Thence, Southerly an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet and an included angle of 25 degrees 50 minutes 31 seconds;

Thence, Southwesterly an arc distance of 95.38 feet along a revere curve to the right having a radius of 50.00 feet and an included angle of 109 degrees 17 minutes 36 seconds;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 115.33 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 156.65 feet;

Thence, North 08 degrees 35 minutes 42 seconds East, a distance of 119.43 feet;

Thence, Westerly an arc distance of 11.33 feet along a non-tangent curve to the left having a radius of 580.00 feet and an include angle of 01 degrees 07 minutes 11 seconds. The radius point bears South 08 degrees 35 minutes 42 seconds West;

Thence, Southwesterly an arc distance of 40.46 feet along a compound curve to the left having a radius of 25.00 feet and an included angle of 92 degrees 43 minutes 00 seconds;

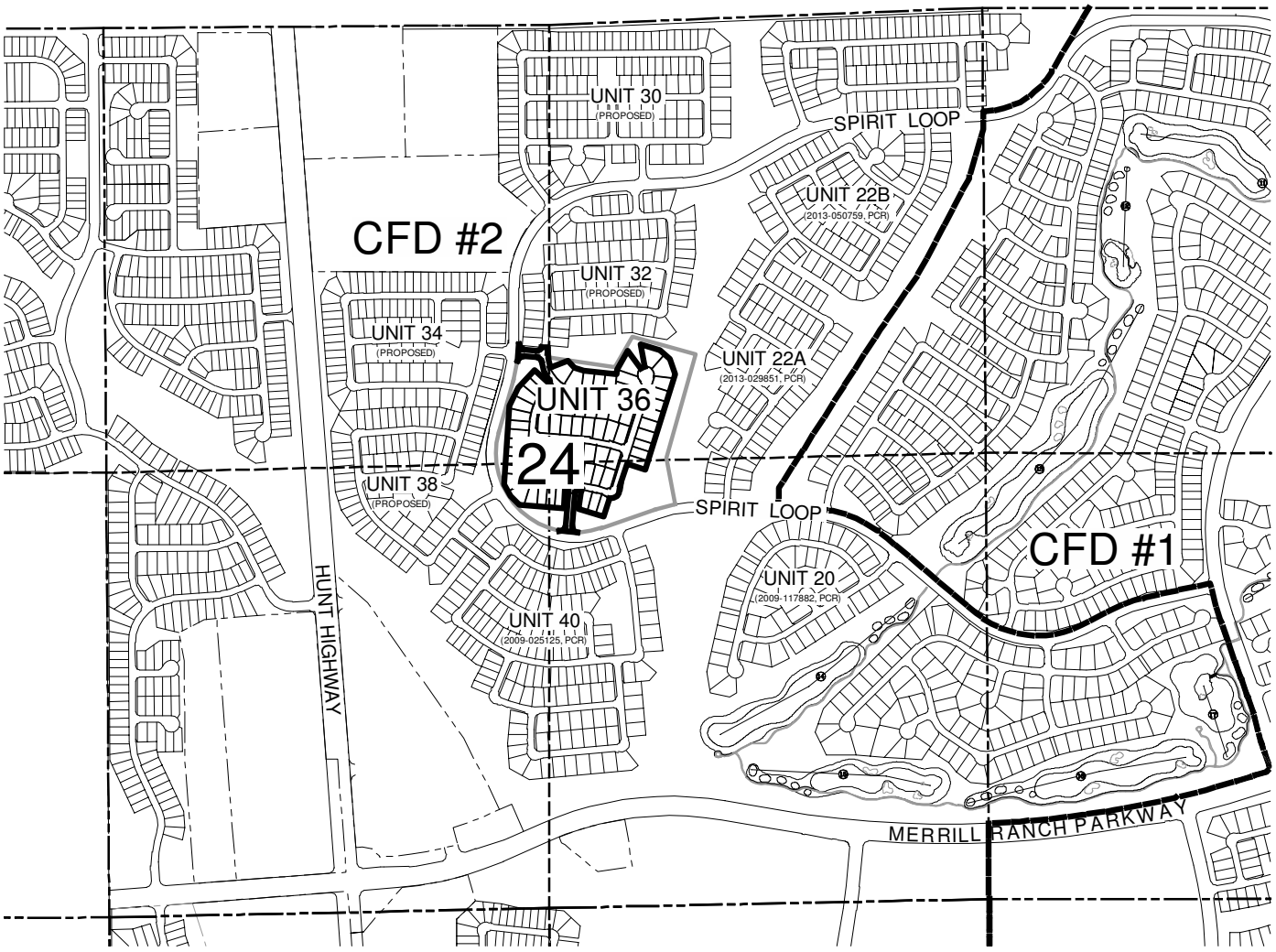
Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 207.21 feet;

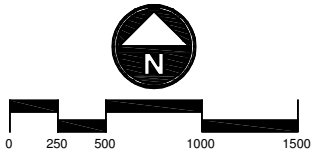
Thence, Southeasterly an arc distance of 50.54 feet along a curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds;

Thence, Westerly an arc distance of 107.05 feet along a non-tangent curve to the right having a radius of 470.00 feet and an included angle of 13 degrees 03 minutes 00 seconds to the **POINT OF BEGINNING**. The radius point bears North 01 degrees 45 minutes 58 seconds West.

BAXTER DESIGN GROUP

Containing 16.2748 acres, more or less.
See Exhibit "A", attached.





SCALE: 1"=1000'

VICINITY MAP

LINE LEGEND

- BOUNDARY LINE (CFD LIMITS)
- PARCEL BOUNDARY LINE
- UNIT 36 LOT LINE
- ADJACENT PARCEL LOT LINE
- MID-SECTION LINE
- SECTION LINE

ABBREVIATIONS

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

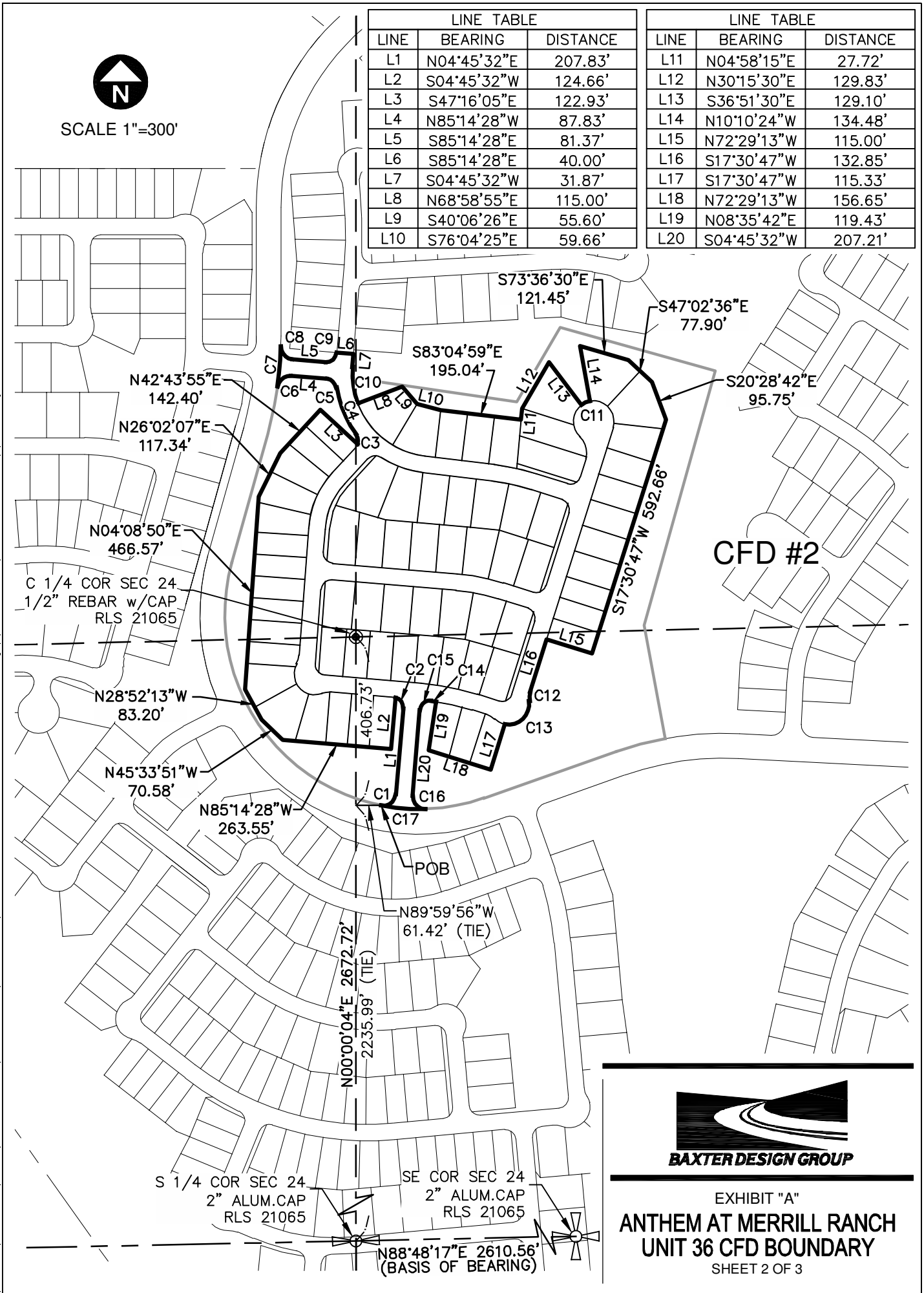
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	50.54'	30.00'	96°31'30"	33.63'
C2	35.14'	25.00'	80°32'23"	21.18'
C3	24.77'	25.00'	56°46'02"	13.51'
C4	123.90'	240.00'	29°34'40"	63.36'
C5	33.74'	25.00'	77°19'41"	20.00'
C6	45.47'	30.00'	86°51'01"	28.39'
C7	96.75'	880.00'	6°17'58"	48.42'
C8	45.47'	30.00'	86°51'01"	28.39'
C9	39.27'	25.00'	90°00'00"	25.00'
C10	89.98'	200.00'	25°46'37"	45.76'
C11	23.29'	50.00'	26°41'05"	11.86'
C12	22.55'	50.00'	25°50'31"	11.47'
C13	95.38'	50.00'	109°17'36"	70.48'
C14	11.33'	580.00'	1°07'11"	5.67'
C15	40.46'	25.00'	92°43'00"	26.21'
C16	50.54'	30.00'	96°31'30"	33.63'
C17	107.05'	470.00'	13°03'00"	53.76'

BAXTER DESIGN GROUP

EXHIBIT "A"

ANTHEM AT MERRILL RANCH
UNIT 36 CFD BOUNDARY

path: R:\742-AMR\UNITS\UNIT-36-AMR\09-EXHIBITS\CFD Exhibit\ file name: UNIT 36 CFD LEGAL EXHB_BNDY.dwg | plot date: September 14, 2015 | plotted by: ssanders



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N04°45'32"E	207.83'
L2	S04°45'32"W	124.66'
L3	S47°16'05"E	122.93'
L4	N85°14'28"W	87.83'
L5	S85°14'28"E	81.37'
L6	S85°14'28"E	40.00'
L7	S04°45'32"W	31.87'
L8	N68°58'55"E	115.00'
L9	S40°06'26"E	55.60'
L10	S76°04'25"E	59.66'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N04°58'15"E	27.72'
L12	N30°15'30"E	129.83'
L13	S36°51'30"E	129.10'
L14	N10°10'24"W	134.48'
L15	N72°29'13"W	115.00'
L16	S17°30'47"W	132.85'
L17	S17°30'47"W	115.33'
L18	N72°29'13"W	156.65'
L19	N08°35'42"E	119.43'
L20	S04°45'32"W	207.21'

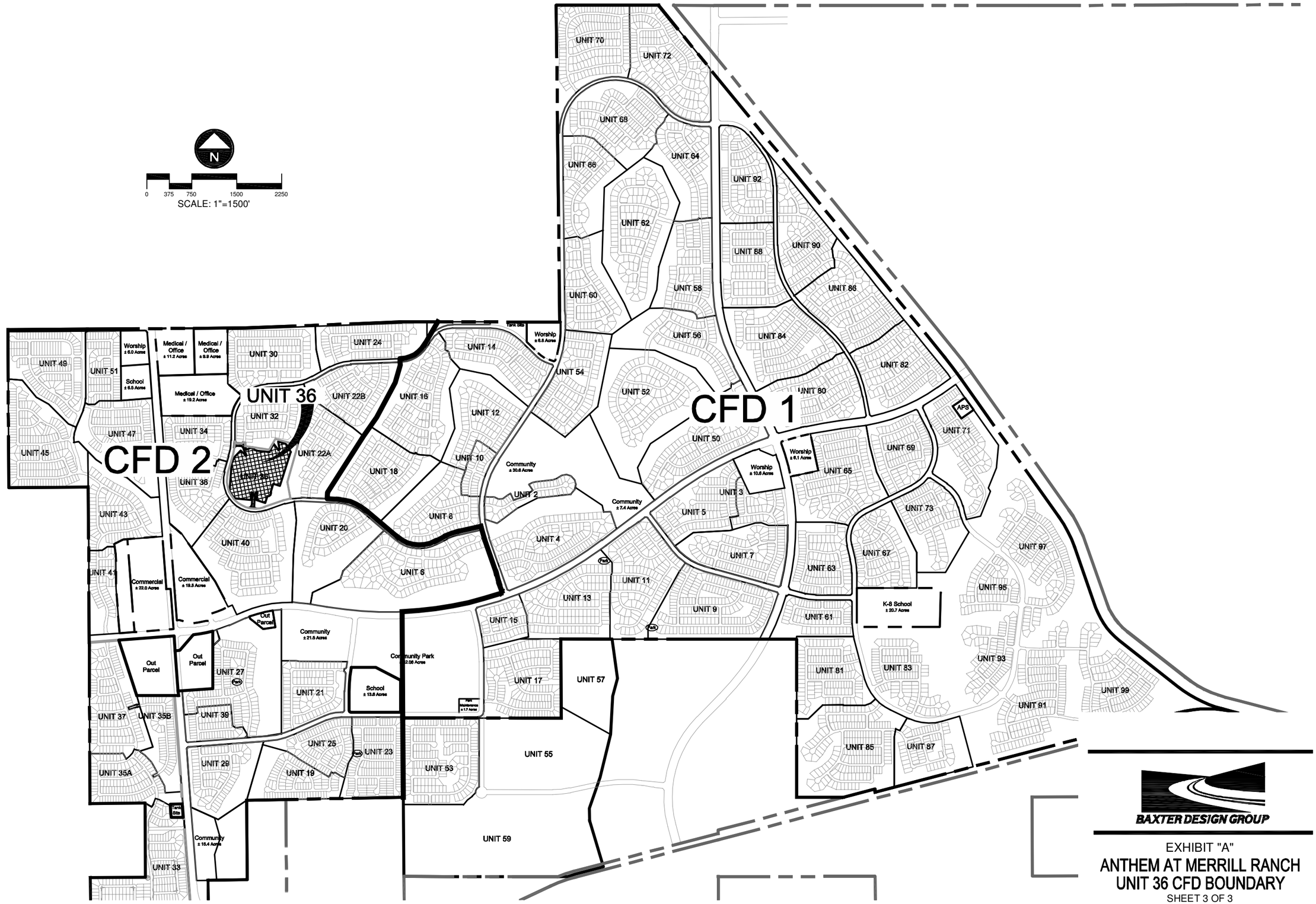
BAXTER DESIGN GROUP

EXHIBIT "A"

ANTHEM AT MERRILL RANCH
UNIT 36 CFD BOUNDARY

SHEET 2 OF 3

path: R:\742-AMR\UNITS\UNIT-36-AMR\09-EXHIBITS\CFD Exhibit\ file name: UNIT 36 CFD LEGAL EXHB_BNDY.dwg | plot date: September 14, 2015 | plotted by: ssanders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0 375 750 1500 2250
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CFD 2
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UNIT 72
UNIT 68
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UNIT 36
UNIT 32
UNIT 30
UNIT 22B
UNIT 22A
UNIT 24
UNIT 16
UNIT 14
UNIT 12
UNIT 10
UNIT 18
UNIT 8
UNIT 20
UNIT 40
UNIT 6
UNIT 4
UNIT 2
UNIT 54
Worship ± 6.0 Acres
School ± 6.5 Acres
Medical / Office ± 11.2 Acres
Medical / Office ± 8.9 Acres
Medical / Office ± 19.2 Acres
Worship ± 8.8 Acres
Worship ± 10.8 Acres
Worship ± 6.1 Acres
Community ± 30.6 Acres
Community ± 7.4 Acres
Commercial ± 22.0 Acres
Commercial ± 19.5 Acres
Out Parcel
Out Parcel
Out Parcel
Community ± 21.5 Acres
Community Park ± 2.06 Acres
School ± 13.8 Acres
Park Maintenance ± 1.7 Acres
Community ± 15.4 Acres
K-8 School ± 20.7 Acres
APS
Park
Park
Park

When recorded, please return to:

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

THIS SIXTH AMENDMENT AND WAIVERS (ASSESSMENT AREA SIX - UNIT 36), dated as of November 1, 2015 (hereinafter referred to as this "*Amendment*"), for DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2), dated as of November 1, 2005, as amended by the First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, the Second Amendment and Waivers (Assessment Area Two*), dated as of April 1, 2008, the Third Amendment and Waivers (Assessment Area Three - Unit 40), dated as of November 1, 2009, the Fourth Amendment and Waivers (Assessment Area Four - Unit 20), dated as of February 1, 2010, and the Fifth Amendment and Waivers (Assessment Area Five - Units 22A & 22B), dated as of April 1, 2013 (as so amended hereinafter referred to as the "*Agreement*"), by and between Merrill Ranch Community Facilities District No. 2, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "*District*"), and Pulte Home Corporation, a corporation duly incorporated and validly existing pursuant to the laws of the State of Michigan and having an interest in certain property within the boundaries of the District (hereinafter referred to as the "*Owner*");

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "*Act*") and Section 9-500.05, Arizona Revised Statutes, the Town of Florence, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona; the District; the Owner and Pulte Development Company, a corporation duly incorporated and validly existing pursuant to the laws of the State of Michigan, entered into the Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements

---

* Unit 29

for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

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

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

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

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

WHEREAS, subsequent to the execution and delivery of the Agreement, State law was amended to provide that the District may provide that the collection of installments of the Assessments be paid to such owner for the costs of public infrastructure purposes, until the District Board of the District determined, if ever, that the Assessment Bonds for such purposes should be issued and that, until such Assessment Bonds are issued, the Assessments may bear interest at the rate specified by the District Board of the District; and

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

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

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

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

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

Section 1. (a) For all purposes of this Amendment, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section have the meanings assigned to them in this Section and include, as appropriate, the plural as well as the singular, and otherwise the terms used herein have the meanings assigned to them in the Agreement:

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

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

"*Area Six Assessment Diagram*" means the assessment diagram to be on file with the District Clerk, prepared by the District

Engineer and the Superintendent of Streets, as amended from time to time, showing estimated maximum dollar amounts of benefits derived from the Area Six Work for each parcel of the Area Six Assessed Property and assessing against each such parcel the maximum proportionate share of costs and expenses of the Area Six Work, the contents of which are hereby incorporated herein by this reference.

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

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

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

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

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

"*Assessment Collection Agreement*" means the Community Facilities District Assessment Collection Agreement (Merrill Ranch Community Facilities District No. 2), dated as of September 1, 2009, by and between the Treasurer of Pinal County, Arizona, and the District.

(b) All references in this Amendment to designated "Exhibits," "Sections" and other subdivisions are to the designated Exhibits, Sections and other subdivisions of this Amendment as originally executed unless otherwise indicated.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Amendment as a whole and not to any particular Exhibit, Section or other subdivision.

Section 2. (a) Notwithstanding any provision of the Agreement to the contrary, this Section shall apply to this Amendment and, if ever issued, the Area Six Assessment Bonds to the exclusion of any conflicting provision therein:

(1) (A) Subject to reduction as provided in Section 2(a)(2)(E), the Area Six Assessments shall be levied based on the Area Six Estimate upon all of the Area Six Assessed Property based on the benefits received by and as allocated to the parcels into which the Area Six Assessed Property is or is to be divided in an amount of $3,500 per typical equivalent dwelling unit lot; provided, however, that unless the Owner pays the difference to the District in cash (which the District hereby agrees to apply to the payment of the amounts due the Owner pursuant to Section 2(d)(3) and, if ever issued, after the issuance thereof, the Area Six Assessment Bonds according to their terms) the amount allocated per lot shall never be in total less than the principal amount due to the Owner pursuant hereto or, if ever issued, after the issuance thereof, the principal amount of the Area Six Assessment Bonds. With respect to each such allocation, the Owner shall provide to the District Manager evidence satisfactory to the District Manager of any matters the District Manager may reasonably request, including particularly with respect to the condition of title of any lot and that the value of the remaining lots after such allocation is at least equal to the remaining total of such principal amount, in each case as applicable, evidencing such values on a lot by lot basis, if necessary.

(B) The Owner accepts the Area Six Assessments which are in an amount not more than the total amount of the Area Six Estimate against the Area Six Assessed Property and shall have the Area Six Assessments allocated and recorded with the County Recorder of Pinal County, Arizona, by means of this Amendment against the various parcels comprising the Area Six Assessed Property.

(C) The Area Six Assessed Property receives benefits from the Area Six Work equal to not less than the Area Six Assessments as so allocated to the parcels into which the Area Six Assessed Property is or is to be divided, and the Area Six Assessments shall be final, conclusive and binding upon the Owner whether or not the Area Six Work is completed in substantial compliance with the Area Six Work Plans and Specifications.

(2) (A) The Owner approves the boundaries of the Area Six Assessed Property as well as the Area Six Estimate, the Area Six Work Plans and Specifications and the Area Six Assessment Diagram.

(B) This Amendment shall be construed to be an express consent by the Owner that (I) the District may, with respect to the Area Six Assessed Property, incur costs and expenses necessary to complete the Area Six Work and (II) the District may levy and collect the Area Six Assessments in amounts sufficient to pay the amounts indicated in the Area Six Estimate, including for the Area Six Work, but not in excess of the total amount of the Area Six Estimate.

(C) The mailing to the governing body of the Municipality of the Area Six Estimate and the Area Six Work Plans and Specifications in the form of the Area Six Report pursuant to Section 48-715, Arizona Revised Statutes, shall satisfy the filing require-

ments of Section 48-577, Arizona Revised Statutes and the publication of the notice of hearing on the Area Six Report pursuant to Section 48-715, Arizona Revised Statutes shall satisfy the publication and posting requirements of Section 48-578, Arizona Revised Statutes.

(D) Installments of the Area Six Assessments (whether paid to the Owner pursuant to Section 2(d)(3), or if issued, with respect to the Area Six Assessment Bonds) shall be credited against such costs and expenses.

(E) Notwithstanding Section 4.2 of the Agreement but instead pursuant to Section 2(d)(3), the District shall pay the Segment Price for and acquire from the Owner, and the Owner shall accept the Segment Price for and sell to the District, each Segment which is part of the Area Six Work after approval of the Area Six Report and at the same time as the levy of the Area Six Assessment by filing with the District Manager the appropriate Conveyance for such Segment, and the same shall be considered as payment for purposes of Section 7.1 of the Agreement. (For purposes hereof, the definition of "Segment Price" shall be read as follows, additions in **bold** and deletions stricken out: an amount equal to the sum of (1) the amounts **estimated to be** paid by an Owner **in the Area Six Report** for design of the Segment (including the costs of the review of such design by the District Engineer), (2) the amounts **estimated to be** paid by an Owner **in the Area Six Report** for construction of the Segment pursuant to the Acquisition Project Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) the amounts **estimated to be** paid by an Owner **in the Area Six Report** for inspection and supervision of performance under such Acquisition Project Construction Contract including an amount determined by the Engineers in the Certificate of Engineers for such Segment determined to be then commercially reasonable by them~~, but in no event less than five percent (5%) or more than ten percent (10%) of the amount described in clause (2) hereof for such Segment,~~ for construction administration, (4) the fair market value of real property for rights of way, easements and any other interests in real property which are part of or related to such Segment, ~~(5) interest during the period starting after the Segment has been accepted by the Municipality for use but before the provisions of Section 7.1 hereof are effective with respect to such Segment until the Segment Price for such Segment can be paid, calculated at the rates of interest equal to the prime rate as reported in the West Coast Edition of The Wall Street Journal plus two percent (2%) from day to day on the amounts expended for purposes of clause (1), (2) and (3) hereof during such period and~~ (~~6~~**5**) other miscellaneous costs for such Segment attributable to construction of the Segment ~~approved by the Engineers as certified in the Certificate of the Engineers for that Segment~~ **estimated in the Area Six Report**.) If prior to the sale and conveyance by the Owner of any of the Area Six Assessed Property to any other party the Owner has not presented to the District Manager the Certificate of the Engineers evidencing that the amounts of the Segments Prices described above were incurred

by the Owner in an amount at least equal to the Area Six Assessments, the Area Six Assessments shall be reduced by a corresponding, proportioned amount as calculated by the District Engineer, and the Area Six Assessments shall be modified accordingly by the District Board at such time. (The forms of the Conveyance and the Certificate of the Engineers shall be revised in a form acceptable to the District Manager to conform with their use as described above.) Other materials otherwise required to be filed pursuant to Section 4.2 of the Agreement shall also be filed prior to any sale by the Owner of any of the Area Six Assessed Property to any other party for amounts to continue to be payable pursuant to Section 2(d)(3).

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

(4) The Owner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives:

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

(II) any and all notices and time periods related thereto provided by Section 48-576, et seq., Arizona Revised Statutes, including, but not limited, to mailing, posting and publication, as applicable, of any notice required in connection with the adoption of the resolution of intention with respect to the Area Six Work, the noticing of proposed improvements with respect to the Area Six Work, the adoption of the resolution ordering the improvements with respect to the Area Six Work, the noticing of ordering of the improvements with respect to the Area Six Work, the noticing of award of applicable contracts with respect to the Area Six

Work, the Area Six Assessments and any other procedural steps and related proceedings necessary in connection with the Area Six Work;

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

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

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

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

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

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

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

(5) The Area Six Work is of more than local or ordinary public benefit, and the Area Six Assessed Property receives a benefit from the Area Six Work in an amount not less than shown in the Area Six Assessment Diagram.

(6) Instead of the public bidding, bonding and contracting requirements set forth in Sections 48-581 and 584, Arizona Revised Statutes, the provisions therefor provided by the Agreement have been or will be complied with respect to the Area Six Work.

(b) The Owner shall execute all documents necessary, appropriate or incidental to the purposes of this Amendment, particularly as they relate to this Section thereof, as long as such documents are consistent with this Amendment and do not create additional liability of any type to the signers by virtue of execution thereof.

(c) Notwithstanding any provision of the Agreement to the contrary, this Amendment as it relates to the Owner shall be a covenant and agreement running with the Area Six Assessed Property and shall be recorded in the records of the County Recorder of Pinal County, Arizona, as a lien and encumbrance against the Area Six Assessed Property. In the event of any sale, transfer or other conveyance by the Owner of the right, title or interest of the Owner in the Area Six Assessed Property or any part thereof, the Property or such part thereof shall continue to be bound by all of the terms, conditions and provisions hereof; any purchaser, transferee or other subsequent owner shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof To the extent that the Area Six Assessments after levied remain unpaid, the Area Six Assessments shall constitute liens against the Area Six Assessed Property in the amounts indicated in the Area Six Assessment Diagram, as provided by, and pursuant to, this Amendment and the Act and shall be enforceable and collectable with the same force and effect originally provided to them.

(d) (1) For purposes of Section 5.2(a)(1) of the Agreement and instead thereof, the installments of the Area Six Assessments shall be paid to the Owner as installment purchase payments for the acquisition provided by Section 2(a)(2)(E).

(2) In addition to the purposes provided in Section 6.2(c)(1) of the Agreement, the Area Six Assessments shall also be levied for the purposes of this Amendment. The Area Six Assessments shall be collected pursuant to the Assessment Collection Agreement.

(3) The aggregate principal amount payable pursuant to this Section is $241,500.00, which shall bear interest from the date of the levy of the Area Six Assessments at the rate of _____ _____ percent (_____%) per annum until paid. Such principal amount shall be amortized such that the payments of principal on the

first day of January of each year and interest on the first day of January and July of each year with respect to the Area Six Assessments will be substantially equal over a period ending July 1, 20__.

(4) The payments due pursuant to this Section shall be prepayable at the option of the District prior to their due date in whole or from time to time in part on any date, upon payment of the principal amount to be prepaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without premium, from, and only from, funds of the District which are prepaid with respect to the Area Six Assessments and are deposited in the "Prepayment Account" (as such term is hereinafter defined) as described in Section 6.2(c)(1) of the Agreement.

(5) The payments due pursuant to this Section shall also be prepayable at the option of the District prior to their due date in whole on any date, upon payment of the amount available pursuant to Section 2(e)(2) even if such amount is less than the principal amount payable pursuant to Section 2(d)(3) then unpaid, plus accrued interest, if any, from the most recent payment date to the prepayment date, without a premium, from proceeds of the sale of the Area Six Assessment Bonds.

(6) The District shall establish a special fund designated its "Special Assessment Lien (Assessment Area Six) Fund" (herein referred to as the "*Fund*") and within the Fund (1) a special account designated the "*Principal Account*," (2) a special account designated the "*Interest Account*," (3) a special account designated the "*Prepayment Account*" and (4) a special account designated the "*Expenses Account*." The money deposited to the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account, together with all investments thereof and investment income therefrom, shall be applied solely as follows:

The District shall, upon receipt, deposit to the credit of

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

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

- the Prepayment Account

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

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

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

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

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

- the amounts in the Principal Account shall be applied to pay principal due pursuant to Section 2(d)(3);

- the amounts in the Interest Account shall be applied to pay interest due pursuant to Section 2(d)(3);

- the amounts in the Prepayment Account shall be applied to prepay as described in Sections 2(d)(4) and (5) and

- the amounts in the Expenses Account shall be applied by the District for the purposes described in Section 9.1(b) of the Agreement.

(7) The amounts available because of the Area Six Assessments (calculated after being reduced by any amounts available in the Fund not required for payment of amounts due pursuant to Section 2(d)(3) in the then-current year for, and whether in the form of, regularly payable installments with respect thereto, prepayments thereof, proceeds of the sale of land related to delinquent installments thereof or otherwise) shall be deposited in the Principal Account, the Interest Account, the Prepayment Account and the Expenses Account and applied, in each case, as described in Section 2(d)(6).

(8) Such amounts shall be kept separately from other funds of the District by depositing them in the accounts and amounts provided in Section 2(d)(6).

(9) The District has levied the Area Six Assessments in accordance with the Act and the Resolution of Intention Documents and shall take or cause to be taken all actions required by law to collect and enforce the payment thereof.

(10) If any portion of the Area Six Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any portion of the Area Six Assessments is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make any portion of the Area Six Assessments when it might have done so, the District shall either (1) take all necessary steps to cause a new assessment to be made pursuant to the Act for the whole or any part of the Area Six Work or (2), in its sole discretion, make up the amount of such portion of the Area Six Assessments from legally available funds of the District, which funds shall be deposited into the applicable account of the Fund.

(11) The Area Six Assessments shall be enforced pursuant to the provisions of the Act and the Resolution of Intention Documents, including but not limited to declaring the entire unpaid balance of any portion of the Area Six Assessments to be in default and causing the lien with respect to such portion of the Area Six Assessments on the related delinquent land to be foreclosed pursuant to the Act and the Resolution of Intention Documents. Notwithstanding the foregoing, neither the District nor the Municipality shall be required under any circumstances to purchase or make payment for the purchase of the delinquent portion of the Area Six Assessments or the related land.

(12) The Board shall make and adopt before the date set by law for certifying the annual budget of the Municipality an annual budget for each fiscal year of the District, as required by the Act, which shall include statements and estimates of the amount to be

raised to pay the amounts to be shown in such budget as described in Section 2(d)(6).

(e) (1) If issued, the Area Six Assessment Bonds will be issued at the request and for the benefit of the Owner.

(2) Notwithstanding the first sentence of Section 5.2(c)(2) of the Agreement, the proceeds of the sale of the Area Six Assessment Bonds shall be sold and issued for the purpose of prepaying the balance of amounts due pursuant to Section 2(d)(3)at the time of sale and issuance of the Area Six Assessment Bonds, and the Owner shall accept such amount in satisfaction thereof. The principal amount of the Area Six Assessment Bonds shall not exceed the principal amount remaining unpaid pursuant to Section 2(d)(3), and the Area Six Assessment Bonds shall be amortized over a period not longer than provided in Section 2(d)(3); provided that such period may be shorter if the annual payments described in the next sentence can be maintained. If the effective interest rate at which the Area Six Assessment Bonds are sold and issued exceeds the interest rate being paid on the Area Six Assessments pursuant to Section 2(d)(3), the principal amount of the Area Six Assessment Bonds shall be that amount which can be amortized at such interest rate without increasing the annual payments due with respect to each of the Area Six Assessments, and the principal amounts of the Area Six Assessments shall be modified by the District Board accordingly at such time. The Owner shall accept such redeemed amount as full and complete satisfaction of the amounts due pursuant to Section 2(d)(3). The amounts collected pursuant to the Assessment Collection Agreement shall be reamortized to reflect the effect and the interest payable with respect to the Area Six Assessments of the sale of the Area Six Assessment Bonds and, if applicable, the reduction of the principal amount described above.

(3) Notwithstanding Section 6.2(c)(6)(B) of the Agreement, an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on the Area Six Assessment Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto, shall be contributed by the Owner. Payment from such reserve shall not effect a reduction in the amount of the Area Six Assessments, and any amount collected with respect to the Area Six Assessments thereafter shall be deposited to such reserve to the extent the Area Six Assessments are so paid therefrom.

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

Section 3. In the event that the Owner fails to perform its obligations arising under or in connection herewith, including a failure to timely pay the Area Six Assessments, the District shall have the right to enforce its legal, equitable and contractual rights hereunder and under applicable law. If a bankruptcy case that would

have the effect of staying the District from enforcement of its rights and remedies hereunder or under applicable law is commenced: (1) in addition to all other rights and remedies, the District shall be entitled to immediate stay relief under 11 U.S.C. § 362 with respect to the enforcement of its rights and remedies hereunder or applicable law for cause, and (2) the Owner shall be obligated to pay, as "adequate protection" under 11 U.S.C. § 361(1), periodic payments in amounts not less than, and at times no less frequently than, the payments required by the Area Six Assessments.

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

Section 5. (a) The provisions of the Agreement not excluded by Sections 2(a), (c) and (d) hereof are, in all other respects, applicable to this Amendment, including particularly, but not by way of limitation, those provided in Section 10.9 of the Agreement, and are ratified and confirmed in all respects.

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

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

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

By.....
Tom J. Rankin, Chairperson, District Board

ATTEST:

.....
Lisa Garcia, District Clerk

PULTE HOME CORPORATION, a Michigan corporation

By.....
Bruce E. Robinson, Vice President and Treasurer of Pulte Home Corporation

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this ..... day of ....., 2015, by Tom J. Rankin, as Chairperson of the District Board of Merrill Ranch Community Facilities District No. 2, an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

STATE OF .....)
) ss.
COUNTY OF .....)

The foregoing instrument was acknowledged before me this ..... of ....., 2012, by Bruce E. Robinson, Vice President and Treasurer of Pulte Home Corporation, a Michigan corporation.

.....
Notary Public

My commission expires:

.....

ATTACHMENTS:

EXHIBIT - Legal Description Of The Area Six Assessed Property

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Sixth Amendment And Waivers (Assessment Area Six - Unit 36), dated November 1, 2015, executed by the Merrill Ranch Community Facilities District No. 2, a municipal corporation, and Pulte Home Corporation, a Michigan Corporation, (the "Notarized Document"). The Notarized Document contains a total of __ pages.

EXHIBIT

LEGAL DESCRIPTION OF THE AREA SIX ASSESSED PROPERTY

LEGAL DESCRIPTION
ANTHEM AT MERRILL RANCH, UNIT 36

BAXTER DESIGN GROUP

Community Facilities District
Legal Description
Anthem at Merrill Ranch, Unit 36

A parcel of land lying within Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 24 (2" Aluminum Cap, RLS 21065, found) from which the Southeast Corner of Section 24 (2" Aluminum Cap, RLS 21065) bears North 88 degrees 48 minutes 17 seconds East (basis of bearing), 2610.56 feet and the Center quarter corner of Section 24 (1/2" Rebar w/Cap, RLS 21065, found) bears North 00 degrees 00 minutes 04 seconds East, 2672.72 feet;

Thence North 00 degree 00 minutes 04 seconds East along the Center line of Section 24, a distance of 2235.99 feet to a point from which the Center Quarter corner bears North 00 degree 00 minutes 04 seconds East, 406.73 feet;

Thence departing said Center line, North 59 degrees 59 minutes 56 seconds West, a distance of 61.42 feet to the **POINT OF BEGINNING;**

Thence, Northeasterly an arc distance of 50.54 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds. The radius point bears North 11 degrees 17 minutes 02 seconds East:

Thence, North 04 degrees 45 minutes 32 seconds East, a distance of 207.83 feet;

Thence, Northwesterly an arc distance of 35.14 feet along a curve to the left having a radius of 25.00 feet and an included angle of 80 degrees 32 minutes 23 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 124.66 feet;

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 263.55 feet;

Thence, North 45 degrees 33 minutes 51 seconds West, a distance of 70.58 feet;

Thence, North 28 degrees 52 minutes 13 seconds West, a distance of 83.20 feet;

Thence, North 04 degrees 08 minutes 50 seconds East, a distance of 466.57 feet;

Thence, North 26 degrees 02 minutes 07 seconds East, a distance of 117.34 feet;

Thence, North 42 degrees 43 minutes 55 seconds East, a distance of 142.40 feet,

Thence, South 47 degrees 16 minutes 05 seconds East, a distance of 122.93 feet,

Thence, Northerly an arc distance of 24.77 feet along a non-tangent curve to the left having a radius of 25.00 feet and an included angle of 56 degrees 46 minutes 02 seconds. The radius point bears North 70 degrees 43 minutes 26 seconds West;

Thence, Northerly an arc distance of 123.90 feet along a reverse curve to the right having a radius of 240.00 feet and an included angle of 29 degrees 34 minutes 40 seconds;

Thence, Westerly an arc distance of 33.74 feet along a reverse curve to the left a radius of 25.00 feet and an included angle of 77 degrees 19 minutes 41 seconds,

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 87.83 feet;

Thence, Southwesterly an arc distance of 45:47 feet along a curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds;

Thence, Northerly an arc distance of 96.75 feet along a non-tangent curve to the left having a radius of 880.00 feet and an included angle of 06 degrees 17 minutes 58 seconds. The radius point bears North 82 degrees 05 minutes 29 seconds West;

Thence, Southeasterly an arc distance of 45.47 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds. The radius point bears South 88 degrees 23 minutes 27 seconds East.

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 81.37 feet;

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

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 40.00 feet;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 31.87 feet;

Thence, Southerly an arc distance of 89.98 feet along a curve to the left having a radius of 200.00 feet and an included angle of 25 degrees 46 minutes 37 seconds;

Thence, North 68 degrees 58 minutes 55 seconds East, a distance of 115.00 feet;

Thence, South 40 degrees 06 minutes 26 seconds East, a distance of 55.60 feet;

Thence, South 76 degrees 04 minutes 25 seconds East, a distance of 59.66 feet;

Thence, South 83 degrees 04 minutes 59 seconds East, a distance of 195.04 feet;

Thence, North 04 degrees 58 minutes 15 seconds East, a distance of 27.72 feet;

Thence, North 30 degrees 15 minutes 30 seconds East, a distance of 129.83 feet;

Thence, South 36 degrees 51 minutes 30 seconds East, a distance of 129.10 feet;

Thence, Easterly an arc distance of 23.29 feet along a non-tangent curve to the right having a radius of 50.00 feet and an included angle of 26 degrees 41 minutes 05 seconds. The radius point bears South 36 degrees 51 minutes 30 seconds East.

Thence, North 10 degrees 10 minutes 24 seconds West, a distance of 134.48 feet;

Thence, South 73 degrees 36 minutes 30 seconds East, a distance of 121.45 feet;

Thence, South 47 degrees 02 minutes 36 seconds East, a distance of 77.90 feet;

Thence, South 20 degrees 28 minutes 42 seconds East, a distance of 95.75 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 592.66 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 115.00 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 132.85 feet;

Thence, Southerly an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet and an included angle of 25 degrees 50 minutes 31 seconds;

Thence, Southwesterly an arc distance of 95.38 feet along a revere curve to the right having a radius of 50.00 feet and an included angle of 109 degrees 17 minutes 36 seconds;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 115.33 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 156.65 feet;

Thence, North 08 degrees 35 minutes 42 seconds East, a distance of 119.43 feet;

Thence, Westerly an arc distance of 11.33 feet along a non-tangent curve to the left having a radius of 580.00 feet and an include angle of 01 degrees 07 minutes 11 seconds. The radius point bears South 08 degrees 35 minutes 42 seconds West;

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Thence, Southwesterly an arc distance of 40.46 feet along a compound curve to the left having a radius of 25.00 feet and an included angle of 92 degrees 43 minutes 00 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 207.21 feet;

Thence, Southeasterly an arc distance of 50.54 feet along a curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds;

Thence, Westerly an arc distance of 107.05 feet along a non-tangent curve to the right having a radius of 470.00 feet and an included angle of 13 degrees 03 minutes 00 seconds to the **POINT OF BEGINNING.** The radius point bears North 01 degrees 45 minutes 58 seconds West.

Containing 16.2748 acres, more or less.

See Exhibit "A," attached.

MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2
(Florence, Arizona)

ASSESSMENT METHODOLOGY
ASSESSMENT AREA SIX

(Unit 36)

DRAFT

Prepared by:

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

November 16, 2015

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Legal Description of Assessment Area **9**

Conclusion **15**

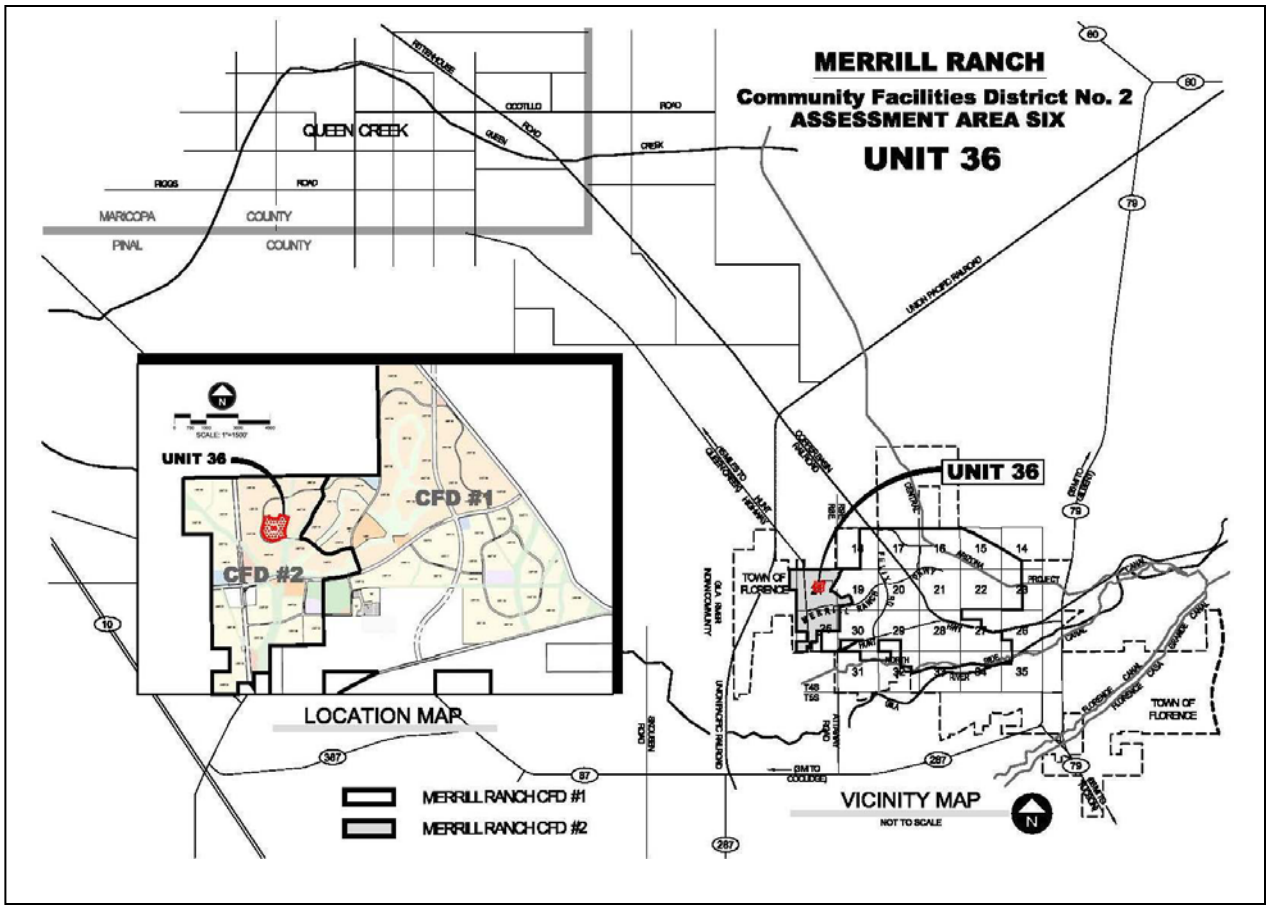
MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2

ASSESSMENT AREA SIX – Unit 36

Willdan, the District Engineer for the Merrill Ranch Community Facilities District No. 2, makes this report of benefit as directed by District staff in support of the *Feasibility Report for the Incurrence of a Not to Exceed $241,500 Aggregate Principal Amount of Installment Purchase Agreement for Merrill Ranch Community Facilities District No. 2 Special Assessment (Assessment Area Six)*, dated November 16, 2015 ("Feasibility Report").

Project Description

The Merrill Ranch master planned community ("Project") consists of 8,970 acres and is located in Florence, Arizona. On November 21, 2005 the Merrill Ranch Community Facilities District No. 2 was established over 1,071 of such acres to finance the construction and/or acquisition of public infrastructure that are part of the Project. Assessment Area Six of such district ("Assessment Area Six") consists of Unit 36. Unit 36 has 69 residential lots within 23.36 gross acres. Special Assessment relates to the acquisition of public infrastructure that will benefit development of Assessment Area Six. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.



Description of Improvements

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

Street Improvements

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

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

Storm Drain Improvements

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

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

Municipal Fees

Municipal fees for this project consist of fees charged by the Town for plan review and inspections as related to the public improvements to be completed in Assessment Area Six, Unit 36.

Preliminary Cost Estimate

A summary of the costs of the portion of the costs of the Improvements to be financed through the installment purchase agreement described in the Feasibility Report (the "Agreement") is as follows, with details available in the Feasibility Report:

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT No. 2
ASSESSMENT AREA SIX (Unit 36)

COST ESTIMATE

Improvement Projects	**Estimated Costs**
PARCEL IMPROVEMENTS	
Storm Drain	$ 110,740.00
Street Improvements	$ 432,808.00
TOTAL IMPROVEMENTS	$ 543,548.00
FINANCED AMOUNT NOT TO EXCEED	**$ 241,500.00**

Assessment Methodology

The State of Arizona Revised Statutes provides that assessments be allocated in proportion to the benefits received by each lot from the improvements. The original assessed amount (prior to cash payments) and consequently the remaining assessments securing the Agreement are allocated at a rate of not to exceed $3,500.00 per lot to the lots within Assessment Area Six Unit 36 based upon the following benefit methodology.

The Improvements consist of local roadways and storm drains benefitting equally each of the 69 residential lots included with the Assessment Area. The roadways and storm drains provide a direct and special benefit to the developable lots to be assessed, in that primary access and required infrastructure is made available to the lots assessed for the improvements within the Assessment Area, and, as such, the assessments shall be set such that each lot will be assessed an equal amount.

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

Introduction

The Improvements consisting of local residential streets and storm drain systems for the properties within Assessment Area Five. The improvements fall into the following categories:

- Residential Streets
- Storm Drain Facilities
- Municipal Fees

Residential Streets Improvements

The street related Improvements to be installed within Assessment Area Six consist of new construction of the local residential streets within each of the parcels to be assessed. Inclusive within the street improvements will be curb and gutter, sidewalks, valley gutters and paving. These improvements provide a direct and special benefit equally on a per lot basis.

Local Storm Drain Improvements

The local storm drain related Improvements will intercept runoff from local residential roadways by either catch basins or scuppers. The runoff will be conveyed to retention facilities will be by underground pipe systems or above ground channels. These improvements provide a direct and special benefit equally on a per lot basis.

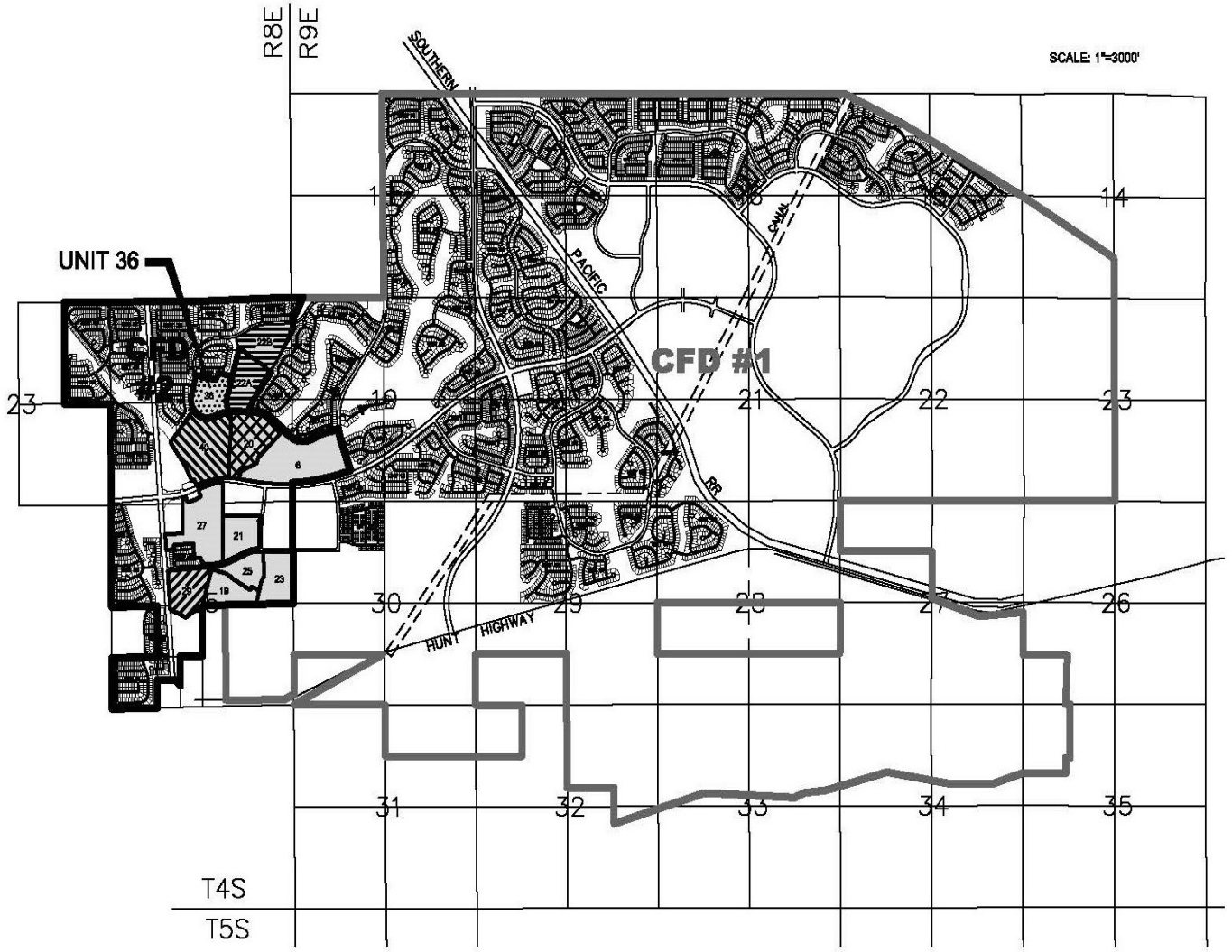
Estimated Special Assessment Liens per Unit/Lot

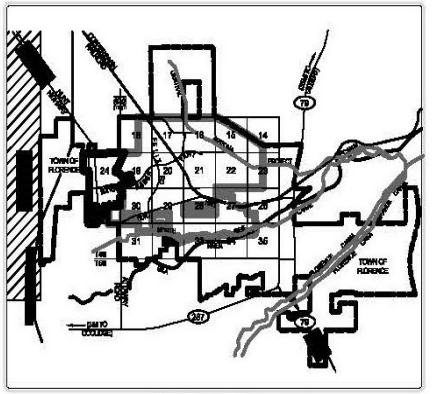
Based upon the information presented above, the assessment to be placed upon each of the parcels and lots located within Assessment Area Six (Unit 36) are as follows:

Assessment Number	Unit /Parcel No.	Use	No. of Lots	Net Ac.	Assessment Lien Per Parcel	Assessment Lien Per Lot (1)
TOTALS	36		**69**		**$ 241,500.00**	**$3,500.00**

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

Assessment Diagram





VICINITY MAP
NOT TO SCALE

MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

DISTRICT ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY WOOD / PATEL AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ENGINEER _____ DATE _____

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ON THE _____ DAY OF _____, 2015

DISTRICT CLERK

SIGNED: THIS _____ DAY OF _____, 2015

SUBMITTED: _____ SUPERINTENDENT OF STREETS _____ DATE

LEGEND

	CFD #2 - MERRILL RANCH, DISTRICT BOUNDARY		
20	UNIT NO.		CFD #2 - ASSESSMENT AREA FOUR
	CFD #2 - ASSESSMENT AREA ONE		CFD #2 - ASSESSMENT AREA FIVE
	CFD #2 - ASSESSMENT AREA TWO		CFD #2 - ASSESSMENT AREA SIX
	CFD #2 - ASSESSMENT AREA THREE		

WILLDAN Engineering

PROJECT NO.: 13909
DATE: 11-4-2015
SHEET NO. 1 OF 2

LOT NO.	ASSESSMENT NO.	AREA (SF)	ASSESSMENT PER LOT
001	036-01-001	7086	$3,500.00
002	036-01-002	6882	$3,500.00
003	036-01-003	6351	$3,500.00
004	036-01-004	6095	$3,500.00
005	036-01-005	6095	$3,500.00
006	036-01-006	6095	$3,500.00
007	036-01-007	7475	$3,500.00
008	036-01-008	7475	$3,500.00
009	036-01-009	7475	$3,500.00
010	036-01-010	7475	$3,500.00
011	036-01-011	7475	$3,500.00
012	036-01-012	8486	$3,500.00
013	036-01-013	12074	$3,500.00
014	036-01-014	10799	$3,500.00
015	036-01-015	10054	$3,500.00
016	036-01-016	10540	$3,500.00
017	036-01-017	7756	$3,500.00
018	036-01-018	7456	$3,500.00
019	036-01-019	7475	$3,500.00
020	036-01-020	7475	$3,500.00
021	036-01-021	9817	$3,500.00
022	036-01-022	11094	$3,500.00
023	036-01-023	12030	$3,500.00
024	036-01-024	9877	$3,500.00
025	036-01-025	7814	$3,500.00
026	036-01-026	7655	$3,500.00
027	036-01-027	8650	$3,500.00
028	036-01-028	8637	$3,500.00
029	036-01-029	8140	$3,500.00
030	036-01-030	7650	$3,500.00
031	036-01-031	8076	$3,500.00
032	036-01-032	8222	$3,500.00
033	036-01-033	7596	$3,500.00
034	036-01-034	7482	$3,500.00
035	036-01-035	7482	$3,500.00
036	036-01-036	7914	$3,500.00
037	036-01-037	9124	$3,500.00
038	036-01-038	8261	$3,500.00
039	036-01-039	8050	$3,500.00
040	036-01-040	8050	$3,500.00
041	036-01-041	8050	$3,500.00
042	036-01-042	8073	$3,500.00
043	036-01-043	8773	$3,500.00
044	036-01-044	8026	$3,500.00
045	036-01-045	7770	$3,500.00
046	036-01-046	6729	$3,500.00
047	036-01-047	6755	$3,500.00
048	036-01-048	6796	$3,500.00
049	036-01-049	6670	$3,500.00
050	036-01-050	6670	$3,500.00
051	036-01-051	6670	$3,500.00
052	036-01-052	6742	$3,500.00
053	036-01-053	6618	$3,500.00
054	036-01-054	6988	$3,500.00
055	036-01-055	8272	$3,500.00
056	036-01-056	8387	$3,500.00
057	036-01-057	7758	$3,500.00
058	036-01-058	6625	$3,500.00
059	036-01-059	6625	$3,500.00
060	036-01-060	6625	$3,500.00
061	036-01-061	6625	$3,500.00
062	036-01-062	6625	$3,500.00
063	036-01-063	6537	$3,500.00
064	036-01-064	8977	$3,500.00
065	036-01-065	10258	$3,500.00
066	036-01-066	7381	$3,500.00
067	036-01-067	6625	$3,500.00
068	036-01-068	6625	$3,500.00
069	036-01-069	6625	$3,500.00

MERRILL RANCH

Community Facilities District No. 2
ASSESSMENT AREA SIX

UNIT 36

ASSESSMENT NO.

036-01-001 thru 036-01-069

NOTE: IMPROVEMENTS CONSISTS OF ROADWAY PAVING, CURB & GUTTER AND DRAINAGE FACILITIES AS DIPICTED IN THE FEASIBILITY REPORT DATED FEBRUARY 6, 2006, ON FILE WITH THE DISTRICT CLERK.

WILLDAN Engineering

PROJECT NO.: 13908
DATE: 11-4-2015
SHEET NO. 2 OF 2

Legal Description of Assessment Area

BAXTER DESIGN GROUP

Community Facilities District
Legal Description
Anthem at Merrill Ranch, Unit 36

A parcel of land lying within Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 24 (2" Aluminum Cap, RLS 21065, found) from which the Southeast Corner of Section 24 (2" Aluminum Cap, RLS 21065) bears North 88 degrees 48 minutes 17 seconds East (basis of bearing), 2610.56 feet and the Center quarter corner of Section 24 (1/2" Rebar w/Cap, RLS 21065, found) bears North 00 degrees 00 minutes 04 seconds East, 2672.72 feet;

Thence North 00 degree 00 minutes 04 seconds East along the Center line of Section 24, a distance of 2235.99 feet to a point from which the Center Quarter corner bears North 00 degree 00 minutes 04 seconds East, 406.73 feet;

Thence departing said Center line, North 59 degrees 59 minutes 56 seconds West, a distance of 61.42 feet to the **POINT OF BEGINNING**;

Thence, Northeasterly an arc distance of 50.54 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds. The radius point bears North 11 degrees 17 minutes 02 seconds East:

Thence, North 04 degrees 45 minutes 32 seconds East, a distance of 207.83 feet;

Thence, Northwesterly an arc distance of 35.14 feet along a curve to the left having a radius of 25.00 feet and an included angle of 80 degrees 32 minutes 23 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 124.66 feet;

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 263.55 feet;

Thence, North 45 degrees 33 minutes 51 seconds West, a distance of 70.58 feet;

Thence, North 28 degrees 52 minutes 13 seconds West, a distance of 83.20 feet;

Thence, North 04 degrees 08 minutes 50 seconds East, a distance of 466.57 feet;

Thence, North 26 degrees 02 minutes 07 seconds East, a distance of 117.34 feet;

Thence, North 42 degrees 43 minutes 55 seconds East, a distance of 142.40 feet,

Thence, South 47 degrees 16 minutes 05 seconds East, a distance of 122.93 feet,

Thence, Northerly an arc distance of 24.77 feet along a non-tangent curve to the left having a radius of 25.00 feet and an included angle of 56 degrees 46 minutes 02 seconds. The radius point bears North 70 degrees 43 minutes 26 seconds West;
Thence, Northerly an arc distance of 123.90 feet along a reverse curve to the right having a radius of 240.00 feet and an included angle of 29 degrees 34 minutes 40 seconds;

Thence, Westerly an arc distance of 33.74 feet along a reverse curve to the left a radius of 25.00 feet and an included angle of 77 degrees 19 minutes 41 seconds,

Thence, North 85 degrees 14 minutes 28 seconds West, a distance of 87.83 feet;

Thence, Southwesterly an arc distance of 45.47 feet along a curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds;

Thence, Northerly an arc distance of 96.75 feet along a non-tangent curve to the left having a radius of 880.00 feet and an included angle of 06 degrees 17 minutes 58 seconds. The radius point bears North 82 degrees 05 minutes 29 seconds West;

Thence, Southeasterly an arc distance of 45.47 feet along a non-tangent curve to the left having a radius of 30.00 feet and an included angle of 86 degrees 51 minutes 01 seconds. The radius point bears South 88 degrees 23 minutes 27 seconds East.

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 81.37 feet;

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

Thence, South 85 degrees 14 minutes 28 seconds East, a distance of 40.00 feet;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 31.87 feet;

Thence, Southerly an arc distance of 89.98 feet along a curve to the left having a radius of 200.00 feet and an included angle of 25 degrees 46 minutes 37 seconds;

Thence, North 68 degrees 58 minutes 55 seconds East, a distance of 115.00 feet;

Thence, South 40 degrees 06 minutes 26 seconds East, a distance of 55.60 feet;

Thence, South 76 degrees 04 minutes 25 seconds East, a distance of 59.66 feet;

Thence, South 83 degrees 04 minutes 59 seconds East, a distance of 195.04 feet;

Thence, North 04 degrees 58 minutes 15 seconds East, a distance of 27.72 feet;

Thence, North 30 degrees 15 minutes 30 seconds East, a distance of 129.83 feet;

Thence, South 36 degrees 51 minutes 30 seconds East, a distance of 129.10 feet;

BAXTER DESIGN GROUP

Thence, Easterly an arc distance of 23.29 feet along a non-tangent curve to the right having a radius of 50.00 feet and an included angle of 26 degrees 41 minutes 05 seconds. The radius point bears South 36 degrees 51 minutes 30 seconds East.

Thence, North 10 degrees 10 minutes 24 seconds West, a distance of 134.48 feet;

Thence, South 73 degrees 36 minutes 30 seconds East, a distance of 121.45 feet;

Thence, South 47 degrees 02 minutes 36 seconds East, a distance of 77.90 feet;

Thence, South 20 degrees 28 minutes 42 seconds East, a distance of 95.75 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 592.66 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 115.00 feet;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 132.85 feet;

Thence, Southerly an arc distance of 22.55 feet along a curve to the left having a radius of 50.00 feet and an included angle of 25 degrees 50 minutes 31 seconds;

Thence, Southwesterly an arc distance of 95.38 feet along a revere curve to the right having a radius of 50.00 feet and an included angle of 109 degrees 17 minutes 36 seconds;

Thence, South 17 degrees 30 minutes 47 seconds West, a distance of 115.33 feet;

Thence, North 72 degrees 29 minutes 13 seconds West, a distance of 156.65 feet;

Thence, North 08 degrees 35 minutes 42 seconds East, a distance of 119.43 feet;

Thence, Westerly an arc distance of 11.33 feet along a non-tangent curve to the left having a radius of 580.00 feet and an include angle of 01 degrees 07 minutes 11 seconds. The radius point bears South 08 degrees 35 minutes 42 seconds West;

Thence, Southwesterly an arc distance of 40.46 feet along a compound curve to the left having a radius of 25.00 feet and an included angle of 92 degrees 43 minutes 00 seconds;

Thence, South 04 degrees 45 minutes 32 seconds West, a distance of 207.21 feet;

Thence, Southeasterly an arc distance of 50.54 feet along a curve to the left having a radius of 30.00 feet and an included angle of 96 degrees 31 minutes 30 seconds;

Thence, Westerly an arc distance of 107.05 feet along a non-tangent curve to the right having a radius of 470.00 feet and an included angle of 13 degrees 03 minutes 00 seconds to the **POINT OF BEGINNING**. The radius point bears North 01 degrees 45 minutes 58 seconds West.

BAXTER DESIGN GROUP

Containing 16.2748 acres, more or less.
See Exhibit "A", attached.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT
ASSESSMENT AREA SIX
UNIT 36

ASSESSMENT NUMBER	LOT NUMBER	APN	ADDRESS				ASSESSMENT AMOUNT
036-01-001	001	211-11-896	7819 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-002	002	211-11-897	7811 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-003	003	211-11-898	7797 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-004	004	211-11-899	3879 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-005	005	211-11-900	3893 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-006	006	211-11-901	3909 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-007	007	211-11-902	3923 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-008	008	211-11-903	3941 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-009	009	211-11-904	3959 N. Brigadier Drive	Florence	AZ	85132	$ 3,500.00
036-01-010	010	211-11-905	3977 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-011	011	211-11-906	3995 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-012	012	211-11-907	4005 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-013	013	211-11-908	4013 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-014	014	211-11-909	4019 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-015	015	211-11-910	4020 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-016	016	211-11-911	4004 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-017	017	211-11-912	3980 N. Brigadier Court	Florence	AZ	85132	$ 3,500.00
036-01-018	018	211-11-913	7788 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-019	019	211-11-914	7804 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-020	020	211-11-915	7822 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-021	021	211-11-916	7844 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-022	022	211-11-917	7874 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-023	023	211-11-918	7857 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-024	024	211-11-919	7841 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-025	025	211-11-920	7825 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-026	026	211-11-921	7807 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-027	027	211-11-922	7791 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-028	028	211-11-923	7769 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-029	029	211-11-924	7749 W. Autumn Vista Way	Florence	AZ	85132	$ 3,500.00
036-01-030	030	211-11-925	7772 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-031	031	211-11-926	7790 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-032	032	211-11-927	7806 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-033	033	211-11-928	7822 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-034	034	211-11-929	7840 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-035	035	211-11-930	7858 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-036	036	211-11-931	7878 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-037	037	211-11-932	7896 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-038	038	211-11-933	7893 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00

MERRILL RANCH COMMUNITY FACILITIES DISTRICT
ASSESSMENT AREA SIX
UNIT 36

ASSESSMENT NUMBER	LOT NUMBER	APN	ADDRESS				ASSESSMENT AMOUNT
036-01-039	039	211-11-934	7873 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-040	040	211-11-935	7853 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-041	041	211-11-936	7835 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-042	042	211-11-937	7815 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-043	043	211-11-938	7793 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-044	044	211-11-939	7771 W. Cinder Brook Way	Florence	AZ	85132	$ 3,500.00
036-01-045	045	211-11-940	7798 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-046	046	211-11-941	7814 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-047	047	211-11-942	7824 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-048	048	211-11-943	7838 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-049	049	211-11-944	7858 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-050	050	211-11-945	7870 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-051	051	211-11-946	7886 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-052	052	211-11-947	7902 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-053	053	211-11-948	3988 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-054	054	211-11-949	3976 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-055	055	211-11-950	3964 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-056	056	211-11-951	3954 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-057	057	211-11-952	3944 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-058	058	211-11-953	3930 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-059	059	211-11-954	3916 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-060	060	211-11-955	3902 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-061	061	211-11-956	3888 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-062	062	211-11-957	3872 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-063	063	211-11-958	3858 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-064	064	211-11-959	3850 N. Hawthorn Drive	Florence	AZ	85132	$ 3,500.00
036-01-065	065	211-11-960	7911 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-066	066	211-11-961	7905 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-067	067	211-11-962	7893 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-068	068	211-11-963	7879 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00
036-01-069	069	211-11-964	7865 W. Silver Spring Way	Florence	AZ	85132	$ 3,500.00

Conclusion

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

_____

Grant I. Anderson, P.E.
District Engineer

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9a.**

MEETING DATE: November 16, 2015

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes
Parks & Recreation Director

SUBJECT: Ratification of the Pinal County Property Use Agreement for use of the vacant lot located at 383 N. Main Street for the Christmas on Main event on December 4, 2015.

☒ **Action**
☐ **Information Only**
☐ **Public Hearing**
☐ **Resolution**
☐ **Ordinance**
- ☐ **Regulatory**
- ☐ **1st Reading**
- ☐ **2nd Reading**

☐ **Other**

RECOMMENDED MOTION/ACTION:

Ratification of the Pinal County Property Use Agreement for use of the vacant lot located at 383 N. Main Street for the Christmas on Main event on December 4, 2015.

BACKGROUND/DISCUSSION:

The Pinal County Property Use Agreement allows the Town to utilize the vacant lot located at 383 N. Main Street for the Christmas on Main event on December 4, 2015.

The lot will primarily be used to place food and merchandise vendors at the event.

FINANCIAL IMPACT:

There is no direct cost associated with the Pinal County Property Use Agreement for this event.

STAFF RECOMMENDATION:

Staff recommends ratification of the Pinal County Property Use Agreement for use of the vacant lot located at 383 N. Main Street for the Christmas on Main event on December 4, 2015.

ATTACHMENTS:

Pinal County Property Use Agreement

COPY

Jack Flindt
Risk Manager

Gregory Stanley
County Manager

PINAL • COUNTY
wide open opportunity

PROPERTY USE AGREEMENT

PINAL COUNTY, a political subdivision of the State of Arizona, agrees to allow use of the vacant lot located at 383 N. Main Street, Florence, Arizona by the Town of Florence on December 4, 2015 for a holiday bazaar associated with the Christmas on Main Street event ("event") sponsored by the Town of Florence. The Town of Florence agrees:

To maintain control of the event, in accordance with all applicable laws and permits;

To provide emergency equipment, medical personnel and/or emergency transportation services necessary to address the health and safety of the public for this event;

To obtain any and all required permits from the appropriate governmental entity or agency and maintain premises in accordance with permit requirements for the duration of the event;

To remove all trash from the courtyard after the event.

INDEMNIFICATION:

The Town of Florence shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses incurred as a result of bodily injury or property damage associated with the use or preparation of the property for the event by the Town of Florence, its officers, directors, agents, employees, invites or contractors.

INSURANCE:

Town of Florence shall maintain the following insurance coverages in amounts specified by Pinal County during the time this agreement is in effect. Additional coverages and higher limits may be required depending on risk exposure.

a) General liability with a minimum limit of $1,000,000 per occurrence

b) Other liability insurance if applicable:

   a. Fireworks production: $3,000,000 per occurrence
   b. Carnival/amusement rides: $3,000,000 per occurrence

c) Automobile liability covering any automobiles or trucks used for the event with a minimum limit of $1,000,000 per occurrence

d) Workers' compensation (if applicable) including Waiver of Subrogation in favor of Pinal County: Statutory coverage

PINAL • COUNTY
wide open opportunity

The liability insurance policy or policies shall name Pinal County additional insured. Coverages shall be primary and non-contributory with respect to any other insurance available to Pinal County.

Insurance requirements of Pinal County do not limit the indemnity provisions of this agreement. Pinal County does not represent that the required insurance is adequate to protect the interests of User.

Town of Florence has read this agreement and understands and accepts all of the terms and conditions thereof.

PINAL COUNTY

By _____ Date

ATTEST:

_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

TOWN OF FLORENCE

By _____ Date

Title: Interim Town Manager

P.O. Box 2670, Florence AZ 85132
Address City, State, Zip

520-868-7552
Phone Number

_____
Florence Town Attorney

Please sign and initial where indicated. Mail this agreement, a certificate of insurance, and an additional insured policy endorsement to Pinal County Risk Management, P.O. Box 2088, Florence, Arizona 85132. Or, e-mail to jerika.brannon@pinalcountyaz.gov.

Risk Management
900 S. Pinal Parkway, PO Box 2088 Florence, AZ 85132 T 520-866-6208 FREE 888-431-1311 F 520-868-5089 www.pinalcountyaz.gov

CERTIFICATE OF INSURANCE

ISSUE DATE
09/15/2015

ADMINISTRATOR

Southwest Risk Services
14902 North 73rd Street
Scottsdale, AZ 85260
(602) 996-8810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

Town of Florence
P.O. Box 2670
Florence, AZ 85232

COMPANY LETTER A	ARIZONA MUNICIPAL RISK RETENTION POOL
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCURRENCE	AM40572015	10/01/2015	10/01/2016	EACH WRONGFUL ACT PROD COMP/OPS AGGR PERSONAL & ADV INJURY FIRE DAMAGE(1 FIRE) MEDICAL EXP(1 PERSON)	$2,000,000 $2,000,000 $2,000,000 $300,000 $5,000
A	AUTOMOBILE LIABILITY ☒ANY AUTO ☐ALL OWNED AUTOS ☐SCHEDULED AUTOS ☐HIRED AUTOS ☐NON-OWNED AUTOS ☐GARAGE LIABILITY	AM40572015	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT	$2,000,000
	EXCESS LIABILITY				EACH WRONGFUL ACT AGGREGATE	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	AZWC013118	07/01/2015	07/01/2016	 (EACH ACCIDENT) (DISEASE-POL LMT) (DISEASE-EACH EMP)	Statutory $1,000,000 $1,000,000 $1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Regarding vicarious liability for the use of a vacant lot for the holiday bazaar.

CERTIFICATE HOLDER

ADDITIONAL INSURED

Pinal County
P.O. Box 2088
Florence, AZ 85132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE

Edward A Bartlett

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9b.**

MEETING DATE: November 16, 2015

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan C. Hughes
Parks and Recreation Director

SUBJECT: Parks and Recreation Fee Schedule for Fiscal Year 2015-2016

☒ **Action**
☐ **Information Only**
☐ **Public Hearing**
☐ **Resolution**
☐ **Ordinance**
- ☐ **Regulatory**
- ☐ **1st Reading**
- ☐ **2nd Reading**

☐ **Other**

RECOMMENDED MOTION/ACTION:

Motion to ratify the Parks and Recreation Fee Schedule for Fiscal Year 2015-2016 retroactive to July 5, 2015.

BACKGROUND/DISCUSSION:

Staff has researched program and facility fees from nearby communities, including Apache Junction, Casa Grande, Coolidge, Maricopa and Queen Creek. Additionally, staff developed program budgets to determine both direct and indirect costs of all recreation and senior programs. Both the market analysis and program cost analysis allowed staff to develop a fee schedule that is consistent with the Town's cost recovery policy for parks and recreation.

Highlights of the proposed fee schedule:

- Ranges for recreation and senior programs
- New fees for the Library and Community Center facility
- New fees for the Aquatic Center
- New and revised fees for reserving park facilities, including park picnic ramadas
- Elimination of non-resident rates at the Fitness Center to help increase membership

The proposed fee schedules were posted to the Town's website on June 5, 2015 and were scheduled to go into effect 30 days later, on July 5, 2015, in conjunction with the opening of the Aquatic Center. The fee schedule was sent to the Town Council via email on June 16, 2015, for review prior to it being considered by the Parks and Recreation Advisory Board. The Advisory Board subsequently approved the fee schedule on June 25, 2015.

Staff has since been made aware that under the Parks and Recreation section of the Town Code, the fees must be approved by the Town Council. This is not required of all Town fees, which resulted in the confusion and the necessity for the Town Council to consider the fees at this time. Staff will be recommending updates to the Parks and Recreation section of the Town Code at a later date, which will include changes to adoption of fees to be consistent with other Town fee policies and procedures.

FINANCIAL IMPACT:

The fee schedule presented will allow recreation and senior programs to meet the cost recovery policy outlined in the Town Code and help reduce the Town's subsidy of parks and facilities by generating additional revenue.

STAFF RECOMMENDATION:

Staff recommends the Town Council adopt the Parks and Recreation Fee Schedule for Fiscal Year 2015-2016 retroactive to July 5, 2015, as presented.

ATTACHMENTS:

Proposed Parks and Recreation Fee Schedules for Fiscal Year 2015-2016

Town of Florence
Parks and Recreation Department

Aquatic Center
Fee Schedule

Programs	Residents	Non-Residents
Open Swim & Lap Swim (per day)		
• Youth[1]	$1.00	$1.00
• Adults	$3.00	$3.00
Swim Lessons	$16.00-$50.00	$20.00-$62.50
Swim Team	$32.00 - $40.00	$40.00 - $50.00
Aquatic Classes	$25.00 - $75.00	$31.25 - $93.75
Pool Passes (30 visits)		
• Youth[1]	$20.00	$25.00
• Adults	$60.00	$75.00

1. 17 years old and under; 6 months old and under free

Facility Rentals	Residents/Non-Profits	Non-Residents/Commercial
Private Pool Party (2 hour minimum)		
• Competition Pool	$125.00/hr.	$187.50/hr.
• Play Pool	$325.00/hr.	$487.50/hr.
Multi-Purpose Room (2 hour minimum)	$25.00/hr.	$37.50/hr.

Town Sponsored Or Affiliated Events Are Exempt From Fees

- Activities and programs sponsored by the Town of Florence.
- Co-Sponsored events conducted in cooperation with outside individuals, organizations or agencies and approved by the Town.

Resident: A person whose residence is in Florence, Arizona and/or a Town licensed business located within the limits of the Town of Florence. To qualify for the resident rental rate, the user must meet the above criteria, and the event must not be a profit-making event as determined by the Director or designee. **A resident may not book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.**

Town of Florence
Parks and Recreation Department

Library and Community Center Fee Schedule

RENTAL FEES

	Per Hour (2 hour minimum)	
Facility	**Resident/Non-Profit**	**Non-Resident/Commercial**
Recreation Room A	$25.00	$37.50
Recreation Room B	$25.00	$37.50
Recreation Room C	$25.00	$37.50
Recreation Rooms A+B or B+C	$45.00	$67.50
Recreation Rooms A+B+C	$60.00	$90.00
General Government Room 1	$20.00	$30.00
General Government Room 2	$25.00	$37.50
General Government Rooms 1+2	$40.50	$60.75
Craft Room	$20.00	$30.00
Conference Room	$20.00	$30.00
Lobby	$50.00	$75.00
Kitchen	$5.00	$7.50

All fees include tables and chairs and room set-up.

Town Sponsored Or Affiliated Events Are Exempt From Fees

- Activities and programs sponsored by the Town of Florence.
- Co-Sponsored events conducted in cooperation with outside individuals, organizations or agencies and approved by the Town.
- Meetings conducted by the Town Council or any appointed Town Board or Commission.

Resident: A person whose residence is in Florence, Arizona and/or a Town licensed business located within the limits of the Town of Florence. To qualify for the resident rental rate, the user must meet the above criteria, and the event must not be a profit-making event as determined by the Director or designee. **A resident may not book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.**

LIBRARY AND COMMUNITY CENTER EXTRA SERVICE FEES

Item	Flat Fee
Laptop Computer	$25.00
DVD/Blu-Ray Player	$10.00
Sound Reinforcement	
Microphones – Wireless	$5.00
Conference Phone	$10.00
Other	
Portable White Board	$5.00
25' Extension Cord	$5.00
Power Strip	$5.00
Items for Sale	
Papers & Markers	$25.00
Masking Tape	$5.00 per roll
Black & White Copies (per sheet) 8 ½”x11”	$.50
Color Copies (per sheet) 8 ½”x11”	$1.00
Color Copies (per sheet) 8 ½”x14”	$2.00
Color Copies (per sheet) 11”x17”	$3.00
Services	
Notary Public – Official Town Business	No Charge
Notary Public – Non-Town Business	
• Acknowledgments (per signature)	$2.00
• Jurats (per signature)	$2.00
• Copy Certifications (per page certified)	$2.00
• Oaths or Affirmations without a signature	$2.00
Miscellaneous	
Coffee Service	$5.00 per 8 cup pack

Town of Florence
Parks and Recreation Department

Fitness Center
Fee Schedule

Membership Category	Fee
Adult (18-54 Years Old)	
• Daily	$5.00
• Monthly	$18.00
• Bi-Annual	$90.00
• Annual	$180.00
Senior (55 & Older)	
• Daily	$5.00
• Monthly	$12.00
• Bi-Annual	$60.00
• Annual	$120.00
Youth (17 & Under)	
• Daily	$5.00
• Monthly	$12.00
• Bi-Annual	$60.00
• Annual	$120.00

Programs	Residents	Non-Residents
Fitness Classes[1]	$20.00 - $45.00	$25.00 - $56.25

1. Participants do not need to be Fitness Center members to register for programs held at the facility.

EFFECTIVE 7/5/15

Town of Florence
Parks and Recreation Department

Parks Fee Schedule

RENTAL FEES

	Per Hour (2 hour minimum)	
Facility	**Residents**	**Non-Residents**
Small Ramada	$5.00	$7.50
Medium Ramada	$10.00	$15.00
Large Ramada	$15.00	$22.50
Ball Fields	$15.00	$22.50
Football/Soccer Fields	$15.00	$22.50
Open Turf Areas	$25.00	$37.50
Baseball/Softball Tournament		
• One Field (all day)	$150.00	$225.00
• Two Fields (all day)	$240.00	$360.00
• Three Fields (all day)	$270.00	$405.00

	Residents		Non-Residents	
	Daylight	**Evening w/ Lights**	**Daylight**	**Evening w/ Lights**
Tennis Courts[1]	$5.00	$7.00	$10.00	$14.00
Pickleball Courts[2]	$5.00	$7.00	$10.00	$14.00

1. All Tennis Court Policies and Procedures will apply. 90-minute reservations only.
2. All Pickleball Court Policies and Procedures will apply. 60-minute reservation only.

RENTAL EXTRA FEES

Service	**Fee**
Athletic Field Lights[3]	$10.00 Per Hour
Ball Field – Prep & Bases[4]	$25.00 Each
Football/Soccer Field – Prep[4]	$75.00 Each
Alcohol Permit with Park Reservation	$10.00 for 50 Consuming Adults
Parks Staff Labor	$15.00-$50.00 Per Hour

3. Two Hour Minimum
4. Includes Parks Staff Labor Costs

Town Sponsored Or Affiliated Events Are Exempt From Fees

- Activities and programs sponsored by the Town of Florence.
- Co-Sponsored events conducted in cooperation with outside individuals, organizations or agencies and approved by the Town.

Resident: A person whose residence is in Florence, Arizona and/or a Town licensed business located within the limits of the Town of Florence. To qualify for the resident rental rate, the user must meet the above criteria, and the event must not be a profit-making event as determined by the Director or designee. **A resident may not book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.**

EFFECTIVE 7/6/15

Town of Florence
Parks and Recreation Department

Recreation Program Fee Schedule

Programs	Residents	Non-Residents
Adult Sports - Individual	$10.00 - $100.00	$12.50 - $125.00
Adult Sports - Teams	$185.00 - $275.00	$231.25 - $343.75
Youth Sports	$30.00 - $45.00	$37.50 - $56.25
Special Interest	$25.00 - $55.00	$31.25 - $68.75
Youth and Teen	$35.00 - $65.00	$43.75 - $81.25
Special Events	NA	NA
Fitness Classes	$20.00 - $45.00	$25.00 - $56.25

Special Events	Fee
Vendor Fees	$25.00 - $100.00

Town Sponsored Or Affiliated Events Are Exempt From Fees

- Activities and programs sponsored by the Town of Florence.
- Co-Sponsored events conducted in cooperation with outside individuals, organizations or agencies and approved by the Town.

Resident: A person whose residence is in Florence, Arizona and/or a Town licensed business located within the limits of the Town of Florence. To qualify for the resident rental rate, the user must meet the above criteria, and the event must not be a profit-making event as determined by the Director or designee. **A resident may not book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.**

Town of Florence
Parks and Recreation Department

Senior Center
Fee Schedule

Programs	Residents	Non-Residents
Classes, Events & Excursions	$3.00 - $100	NA
Meals	$2.00 - $25.00	NA
Transportation	$3.00 - $25.00	NA

	Per Hour (2 hour minimum)	
Facilities	**Residents**	**Non-Residents**
Multi-Purpose Room	$50.00	$75.00
Dining Room	$50.00	$75.00
Kitchen[1]	$100.00	$150.00
Multi-Purpose Room, Dining Room & Kitchen	$150.00	$225.00

1. With Dining Room Rental Only

Town Sponsored Or Affiliated Events Are Exempt From Fees

- Activities and programs sponsored by the Town of Florence.
- Co-Sponsored events conducted in cooperation with outside individuals, organizations or agencies and approved by the Town.
- Meetings conducted by the Town Council or any appointed Town Board or Commission.

Resident: A person whose residence is in Florence, Arizona and/or a Town licensed business located within the limits of the Town of Florence. To qualify for the resident rental rate, the user must meet the above criteria, and the event must not be a profit-making event as determined by the Director or designee. **A resident may not book the facilities on behalf of a non-resident as a way of avoiding non-resident rates.**

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9c.**
MEETING DATE: November 16, 2015 **DEPARTMENT:** Human Resources **STAFF PRESENTER:** Scott Barber, HR Director **SUBJECT:** PSPRS Fire Local Board Membership		☒ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☐ **Ordinance** ☐ **Regulatory** ☐ **1st Reading** ☐ **2nd Reading** ☐ **Other**

RECOMMENDED MOTION/ACTION:

It is recommended that the Mayor and Council ratify the re-appointment of Jeff Moser to serve as one of the employee representatives on the Town of Florence Public Safety Personnel Retirement System (PSPRS) Fire Local Board, with a term expiring November 16, 2019.

BACKGROUND/DISCUSSION:

The PSPRS provides retirement and disability benefits to the Town's Police and Fire Department personnel. The administration of the PSPRS, and specifically decisions relating to retirement and disability claims, is vested in the local board. Each five member local board must be comprised of:

1. The Mayor or designee as approved by the Town Council, who serves as chair.
2. Two citizens (one of which is the Town Manager) approved by the Town Council.
3. Two members elected by eligible members through secret ballot.

Captain Jeff Moser has been serving as one of the Fire Department employee representatives on the Fire Local Board. We solicited nominations for an election, but since Captain Moser was the only name placed in nomination, we are asking for ratification of his re-appointment for another term.

FINANCIAL IMPACT:

There is no fiscal impact with this recommended action.

STAFF RECOMMENDATION:

Staff recommends the ratification of the re-appointment of Captain Jeff Moser to serve as one of the employee representatives on the Town of Florence PSPRS Fire Local Board, with a term expiring November 16, 2019.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9d.**

MEETING DATE: November 16, 2015

DEPARTMENT: Fire Department

STAFF PRESENTER: David Strayer, Fire Chief

SUBJECT: Cancellation of the Memorandum of Understanding with the Arizona Department of Fire, Building and Life Safety and the Florence Fire Department

☒ **Action**
☐ **Information Only**
☐ **Public Hearing**
☐ **Resolution**
☐ **Ordinance**
- ☐ **Regulatory**
- ☐ **1st Reading**
- ☐ **2nd Reading**

☐ **Other**

RECOMMENDED MOTION/ACTION:

It is recommended that Town Council ratify the cancellation of the Memorandum of Understanding (MOU) with the Arizona Department of Fire, Building and Life Safety and the Florence Fire Department.

BACKGROUND/DISCUSSION:

On October 22, 2013, the Florence Fire Department and the Arizona Department of Fire, Building and Life Safety entered into an agreement to allow the Florence Fire Department to review plans for construction, remodeling, alterations and additions of state, county and public school buildings and grounds and the inspections performed in conjunction therewith; as well as regularly scheduled inspections of state and county owned building and all public and private schools. In June of 2015, the Administrative Captain primarily responsible for these activities was transferred to a vacated shift assignment and the position he vacated is not going to be filled in the near future. Therefore, the Fire Department does not currently have personnel qualified and available to meet the obligations of the MOU without incurring substantial unbudgeted overtime costs.

FINANCIAL IMPACT:

The elimination of staff hours used to conduct the inspections.

STAFF RECOMMENDATION:

Recommend ratification of the cancellation of the MOU with the Arizona Department of Fire, Building and Life Safety and the Florence Fire Department

ATTACHMENTS:
Cancellation Letter
Original MOU

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

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7573

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7545

Library
868-8311

Municipal Court
868-7514

Parks & Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7677

Return Receipt Requested

October 27, 2015

Debra Blake, Interim Director
Arizona Department of Building and Life Safety
1110 West Washington Street, Suite 100
Phoenix, AZ. 85007

Re: Notice of Termination of Memorandum of Understanding ("MOU") for Agency Fire Code Inspections by Town of Florence

Dear Ms. Blake:

This correspondence shall serve as the Town of Florence's notice of termination of the Memorandum of Understanding dated October 22, 2013, between the Office of the State Fire Marshal ("OSFM") and the Florence Fire Department ("Agency"), to be effective immediately. Currently, under the MOU, the Agency is conducting plan review and inspections for state and county-owned buildings and public and private schools within the Town of Florence. According to section II, subpart 5 of the MOU, the Agency is responsible for the costs incurred by the Town of Florence to implement the MOU.

At this time, funding cannot be allocated to the Agency to support the financial obligations associated with implementation of this MOU, and funding is unavailable for the continuance of this MOU. Therefore, pursuant to section II, subpart 15 of the MOU, the Town of Florence provides this Notice of Termination of the MOU to be effective immediately.

We appreciate the history of cooperation between our agencies, and we look forward to such cooperation in the future.

Sincerely,

Lisa Garcia, Interim Town Manager

Attachments: MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN

ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF STATE FIRE MARSHAL

AND

FLORENCE FIRE DEPARTMENT

This Memorandum of Understanding ("MOU") is between the Office of State Fire Marshal ("OSFM") and the Florence Fire Department ("Agency") concerning the review of plans for construction, remodeling, alterations and additions (collectively referred to as "plans") of state, county and public school buildings and grounds [A.R.S.§ 41-2163(C)] and the inspections performed in conjunction therewith; as well as regularly scheduled inspections of state and county owned buildings and all public and private schools [A.R.S.§ 41-2163(A)(4)].

I. RECITALS

WHEREAS, pursuant to A.R.S. § 41-2161, the purpose of OSFM is to promote public health and safety and to reduce hazards to life, limb and property by performing inspections and fire investigations, by providing public education and by adopting fire protection codes.

WHEREAS, Arizona has adopted the International Fire Code 2003 edition as modified by A.A.C. R4-36-201 as the Arizona State Fire Code, and all Fire Departments and Fire Districts must comply with the Arizona State Fire Code or a code adopted by the controlling political subdivision which is equivalent to, or more stringent, than the Arizona State Fire Code (collectively referred to as "Fire Code").

WHEREAS, pursuant to A.R.S. § 41-2163(A)(4), OSFM is charged with conducting regularly scheduled inspections of state and county owned buildings and public and private schools throughout Arizona, and

WHEREAS, pursuant to A.R.S. § 41-2163(C), OSFM is charged with the review of plans and specifications for new construction, remodeling, alterations and additions and performing inspections in conjunction therewith for state, county and public school buildings and grounds, and

WHEREAS, the State Fire Marshal is empowered under A.R.S. § 41-2162(A)(2) to engage such assistance as deemed necessary, and

WHEREAS, the Agency confirms that its personnel possesses the necessary proficiency in the understanding, interpretation and application of the applicable fire code, and

WHEREAS, the Agency and OSFM desire to cooperate in the duties which each is charged to conduct.

II. TERMS

1. Construction Plan Review & Inspection. OSFM agrees to allow the Agency to conduct review of plans for construction, remodeling, alterations and additions of state, county and public school buildings on behalf of OSFM and complete any inspections required in conjunction therewith.

2. School Life Safety Inspection. OSFM agrees to allow the Agency to conduct regularly scheduled inspections of state and county owned buildings and all public and private schools on behalf of OSFM.

3. Limitations of MOU. This MOU does not grant the authority to inspect installation or removal of underground fuel storage tanks. That task remains the sole authority and responsibility of OSFM as granted by the Arizona Department of Environmental Quality. OSFM recognizes some jurisdictions have a separate agreement to perform such inspections for Arizona Department of Environmental Quality.

4. Term Limit. The term of this Agreement shall be for five (5) years from the effective date of this MOU.

5. Operational Costs. Any costs incurred by Agency to implement this MOU shall be borne by the Agency.

6. Fees. Agency may collect such fees as permitted by its political subdivision. Any funds collected by the Agency to implement this MOU are made under the authority granted to that jurisdiction and are not subject to attachment by OSFM.

7. Collaborative Services. Jurisdictions who enter into the MOU with OSFM may contract with local or county building departments for the purposes of:

    1. Conducting review of plans and specifications for new construction, remodeling, alterations and additions.
    2. Permitting for inspection.
    3. Establishing a fee schedule, and collecting fees.
    4. Review of plans by local or county building departments, in conjunction with this MOU, shall be conducted by personnel who have exhibited the necessary proficiency in the understanding, interpretation and application of the Fire Code.

Agency shall notify OSFM and provide documentation describing shared services, if any.

Agency and local or county building departments shall be subject to periodic audits, with advance notice.

8. Quarterly Reporting. OSFM operates on a fiscal year (July-June), span of activity being reported should be by the Quarters identified by the OSFM. The Agency agrees to submit activity reports to OSFM, on a quarterly basis, but not later than October 31st for 1st Quarter (July – September), January 31st for 2nd Quarter (October – December), April 30st for 3rd Quarter (January – March), and July 31st for 4th Quarter (April – June),
    1. Quarterly activity reports shall contain a list of review of plans and specifications for new construction, remodeling, alterations and additions, fees collected, and inspections in conjunction therewith for state, county and public school buildings and grounds.

9. Report Submission Format. In the course of completing its review or inspection, the Agency shall transmit the information electronically to OSFM. Reporting forms and instructions will be provided by OSFM.

10. Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this MOU shall be subject at all reasonable times to inspection and audit by OSFM for five (5) years after completion of this MOU. Such records shall be provided at OSFM, or such office as the parties hereto may mutually agree within a reasonable time after request.

11. Termination. Either party may terminate this MOU pursuant to the provisions of A.R.S. §38-511.

12. Dispute. In the event of any dispute between the parties under this MOU, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133 (D) and 12-1518. The parties also agree to comply with the Arizona Governor's Executive Order No. 2009-09.

13. Conflict of Interest. The parties acknowledge that this MOU is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

14. Governing Law and Venue. This MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

15. Unavailability of Funding. Every payment or financial obligation of the parties under this MOU is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are

not allocated and available for the continuance of this MOU, this MOU may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither, the OSFM or Agency shall be obligated or liable for, any future payments nor for any damages as a result of termination under this paragraph.

16. Prohibited Investments. To the extent applicable, the parties agree to comply with the requirements of A.R.S. §§35-391.06(A) and 35-393.06(B), and certifies that it does not have any prohibited scrutinized business operations.

17. Non-Discrimination. The parties agree to comply with all applicable federal or state laws relating to equal opportunity and non-discrimination.

18. Legal Arizona Workers Act. OSFM and Agency are each required to comply with A.R.S. §41-4401, and each hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Both parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

Both parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

ARIZONA STATE FIRE MARSHAL

Robert Barger, Arizona State Fire Marshal
Office of State Fire Marshal
1110 W. Washington, Suite 100
Phoenix, Arizona 85007
(602) 364-1081
robert.barger@dfbls.az.gov

10/22/2013
Effective Date

FLORENCE FIRE DEPARTMENT CONTACT:

John E. Kemp
Battalion Chief/Fire Prevention Division
Florence Fire Department
72 East First Street
Florence, AZ 85132
Office: 520- 868-7676
Cell: 520-709-8778
john.kemp@florenceaz.gov

MEMORANDUM OF UNDERSTANDING
BETWEEN
ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF STATE FIRE MARSHAL
AND
THE TOWN OF FLORENCE

Town of Florence
P O Box 2670
Florence, Arizona 85132

Charles A. Montoya, Town Manager

Tom J. Rankin, Mayor

10/10/13
Date

10/10/2013
Date

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

James E. Mannato, Town Attorney

Town of Florence
Summary of Warrants Paid
As of September 2015

Source	Amount
Accounts Payable-Warrant Register	**1,680,879.24**
ACH/Wire Transfers	
CFD #1 trustee admin fee - Wells Fargo	1,000.00
sales tax payments - ADOR	21,483.79
child support/assignment PR levys	4,711.92
credit/debit/analysis/bank fees	3,215.90
FSA Collateral & Disbursements	8,392.59
AFLAC payments	4,990.95
deferred comp payments	2,836.00
Total Transfers	**235,494.06**
Electronic Retirement Transfers	
ppd 1 - ASRS	47,352.11
ppd 2 - ASRS	45,209.95
ppd 3 - ASRS	45,753.75
ppd 1 - Securian (Firefighter Pension)	274.41
ppd 2 - Securian (Firefighter Pension)	225.53
Total Retirement Transfers	**138,815.75**
Payroll Transfers	
ppd 1	243,214.85
ppd 2	233,393.24
Total Payroll Transfers	**476,608.09**
Credit Union Transfers	
ppd 1	4,150.62
ppd 2	4,180.62
Total Credit Union Transfers	**8,331.24**
Electronic State Tax Transfers	
ppd 1	8,097.25
ppd 2	8,361.04
ppd 3	8,547.38
Total State Tax Deposits	**25,005.67**
Electronic Federal Tax Transfers	
ppd 1	67,085.65
ppd 2	70,729.08
ppd 3	70,635.90
Total Federal Tax Deposits	**208,450.63**
General Checking Account	**$2,773,584.68**
Total Warrants	**$2,773,584.68**

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
Accounts Payable					
10201500	100240	9/9/2015	Wex Bank	42080231	9/1/2015
10202000	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10202500	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10202501	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10203000	100201	9/2/2015	Pinal County Treasurer	Aug-15	9/1/2015
10204000	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10209000	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10210300	100338	9/17/2015	Principal Life Company	10446831001 915	9/1/2015
10225000	100297	9/15/2015	AZ Public Safety Retirement	PPE 90415PD	9/14/2015
10225000	100446	9/30/2015	AZ Public Safety Retirement	PPE 0918/15PD	9/28/2015
10225100	100297	9/15/2015	AZ Public Safety Retirement	PPE 904/15FIRE	9/14/2015
10225100	100446	9/30/2015	AZ Public Safety Retirement	PPE 0918/15FIRE	9/28/2015
10226200	100338	9/17/2015	Principal Life Company	10446831001 915	9/1/2015
10226300	100290	9/14/2015	Vision Service Plan	122539961 3/5	8/20/2015
10232000	100302	9/15/2015	Internal Revenue Service	PPE 0904/15	9/14/2015
10232000	100454	9/30/2015	Internal Revenue Service	PPE 09/18/15	9/28/2015
10232000	100304	9/15/2015	Maxwell & Morgan, P.C.	PPE 0904/15	9/14/2015
10240000	100305	9/15/2015	Nationwide Retirement Solution	PPE 0904/15	9/14/2015
10240000	100457	9/30/2015	Nationwide Retirement Solution	PPE 09/18/15	9/28/2015
10241000	100312	9/15/2015	United Way Of Pinal County	PPE 0904/15	9/14/2015
10241000	100462	9/30/2015	United Way Of Pinal County	PPE 09/18/15	9/28/2015
10243000	100285	9/14/2015	New York Life Insurance	6929080 3/5	9/3/2015
10250038	100186	9/2/2015	Arizona State Treasurer	Aug-15	9/1/2015
10260000	100228	9/9/2015	Temporary Vendor	CR2015+-0040 915	9/4/2015
10260000	100233	9/9/2015	Temporary Vendor	CR2014-0137 915	9/8/2015
10270000	100340	9/17/2015	Silver King Hair Company	3137-REFDEPOS	9/8/2015
Sub-total					
General Fund Revenue					
10339602	100405	9/29/2015	Temporary Vendor	KIZER-REFUND	9/22/2015
10339606	100404	9/29/2015	Temporary Vendor	REF-MEMSHIP DR	9/23/2015
10348777	100297	9/15/2015	AZ Public Safety Retirement	PPE 904/15FIRE	9/14/2015
10348777	100446	9/30/2015	AZ Public Safety Retirement	PPE 0918/15FIRE	9/28/2015
10359605	100452	9/30/2015	Temporary Vendor	REF-BISBEE	9/25/2015
Sub-total					
Town Council					
10501201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
10501402	9900051	9/14/2015	League Of AZ Cities And Towns	083115 STMT	8/31/2015
10501402	9900051	9/14/2015	Marriott JW Starr Pass Resort	083115 STMT	8/31/2015
10501402	9900051	9/14/2015	Marriott JW Starr Pass Resort	083115 STMT	8/31/2015
10501402	9900051	9/14/2015	Marriott JW Starr Pass Resort	083115 STMT	8/31/2015
10501402	9900051	9/14/2015	Marriott JW Starr Pass Resort	083115 STMT	8/31/2015
10501403	100366	9/21/2015	LL Decker & Associates, Inc.	2015007	9/13/2015
10501403	100198	9/2/2015	LL Decker & Associates, Inc.	2015006	8/3/2015
10501403	100366	9/21/2015	LL Decker & Associates, Inc.	2015007	9/13/2015
Sub-total					
Town Administration					
10502201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10502217	100348	9/21/2015	American Legal	106428	9/4/2015
10502402	9900051	9/14/2015	Comfort Inn, North Phoenix	083115 STMT	8/31/2015
10502402	9900051	9/14/2015	Marriott JW Starr Pass Resort	083115 STMT	8/31/2015
10502402	9900051	9/14/2015	Temporary Vendor	083115 STMT	8/31/2015
10502403	100366	9/21/2015	LL Decker & Associates, Inc.	2015007	9/13/2015
10502403	100366	9/21/2015	LL Decker & Associates, Inc.	2015007	9/13/2015
10503201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10503217	100359	9/21/2015	Janet Mannato	15-Sep	9/1/2015
10504217	100449	9/30/2015	Dickinson Wright Plc.	1023861	9/14/2015
10504217	100202	9/2/2015	Richard V. Husk	Sep-15	9/1/2015
10504301	100428	9/29/2015	Office Depot Inc	789573377-001	8/26/2015
10504301	100428	9/29/2015	Office Depot Inc	791326301-01	9/2/2015
10504401	100423	9/29/2015	Lexis Nexis	1508425056	8/31/2015
Sub-total					
Finance					
10505201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10505202	100311	9/15/2015	U. S. Post Master	RESERVE 9/15	9/14/2015
10505204	100292	9/15/2015	Advanced Infosystems	12522	9/9/2015
10505227	100240	9/9/2015	Wex Bank	42080231	9/1/2015
10505301	9900051	9/14/2015	Office Depot Inc	083115 STMT	8/31/2015
10505408	9900051	9/14/2015	Temporary Vendor	083115 STMT	8/31/2015
10505420	9900051	9/14/2015	Caselle, Inc.	083115 STMT	8/31/2015
Sub-total					
Human Resources					
10508201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
10508205	100320	9/17/2015	Casa Grande Valley Newspaper Inc.	I187972	8/26/2015
10508205	100320	9/17/2015	Casa Grande Valley Newspaper Inc.	I87792	8/6/2015
10508205	100320	9/17/2015	Casa Grande Valley Newspaper Inc.	I87838	8/12/2015
10508217	100317	9/17/2015	AZ Department Of Public Safety	Aug-15	9/1/2015
10508217	100319	9/17/2015	Benefit Intelligence, Inc. (Consultadoc)	27	9/9/2015
10508217	100356	9/21/2015	Infinisource, Inc.	670862	9/9/2015
10508314	100336	9/17/2015	Pinal Co. Federal Credit Union	1-10YR 10/15	9/15/2015
10508401	100188	9/2/2015	AZ IPMA-HR	SBARBER 915	9/1/2015
Sub-total					
Community Development					
10510201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10510205	100246	9/10/2015	Casa Grande Valley Newspaper Inc.	PZ15+-47MGPA	8/27/2015
10510217	100211	9/2/2015	Willdan	002-15822	8/20/2015
10510301	9900051	9/14/2015	Amazon.Com	083115 STMT	8/31/2015
10510301	100252	9/10/2015	Florence True Value Hardware	219291	9/3/2015
10510301	100428	9/29/2015	Office Depot Inc	792731281-001	9/10/2015
10510301	100428	9/29/2015	Office Depot Inc	792122951-001	9/8/2015
10510301	100288	9/14/2015	Southwestern Business Forms	21000	9/8/2015
10510401	100183	9/2/2015	American Planning Association	WILLR DUES 2015	8/27/2015
10510403	100328	9/17/2015	Jamie White	923-25/15	7/16/2015
10510403	100337	9/17/2015	Prescott Resort & Conference Center	123786	7/22/2015
Sub-total					
Police - Admin					
10511201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10511201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10511201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10511211	100295	9/15/2015	Arizona Office Of Technology	IN104153	8/24/2015
10511215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10511215	100298	9/15/2015	BIA	Sep-15	8/31/2015
10511222	100343	9/17/2015	The Water Shed	6380	8/20/2015
10511222	100343	9/17/2015	The Water Shed	6444	8/27/2015
10511403	100325	9/17/2015	Deanna M. Husk	9/23-24/15	7/21/2015
10511403	100342	9/17/2015	Terry Tryon	923-24/15	7/22/2015
Sub-total					
Police - Support Services					
10512207	100421	9/29/2015	Language Line Services	3667664	8/31/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
10512211	100407	9/29/2015	Fire Security Electronics &	22520	8/17/2015
10512211	100426	9/29/2015	New-Tech Electric & Communication LLC	182	9/4/2015
10512215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10512215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
10512403	100294	9/15/2015	APCO International, Inc. Afc	RQ 908-10/15	8/21/2015
10512403	100318	9/17/2015	Belinda Sichling	820/15	8/28/2015
10512403	100307	9/15/2015	Regina Quinones	908-10/15	8/21/2015
Sub-total					
Police - Operations					
10514302	100386	9/29/2015	AZ Law Enforcement Radar	14-1255	11/20/2014
10514304	100310	9/15/2015	Symbolarts	231377B-IN	4/2/2015
10514314	100393	9/29/2015	Casa Grande Counseling Service	775	9/8/2015
10514314	100433	9/29/2015	Robin Holmes	AUG 1 15MI	8/1/2015
10514314	100436	9/29/2015	Sonora Quest Laboratories	57989461	9/4/2015
10514403	100293	9/15/2015	Andrew Salazar Jr.	917/15	9/11/2015
10514403	100301	9/15/2015	FBI-Leeds, Inc.	RK 914-16/15	9/5/2015
10514403	100376	9/25/2015	Jesus, Guilin R.	092515-1	9/25/2015
10514403	100303	9/15/2015	Kevin Mount	928/15	9/1/2015
10514403	100303	9/15/2015	Kevin Mount	611-26/15	7/21/2015
10514403	100254	9/10/2015	Michael A. Phillips	916/15	7/23/2015
10514403	100306	9/15/2015	Phillip J. Riccomini	917/15 CVSA	9/11/2015
10514403	100308	9/15/2015	Renee Klix	914-16/15	9/5/2015
10514403	100377	9/25/2015	Residence Inn By Marriott	GUILIN	9/25/2015
10514403	100313	9/15/2015	Warren Voight P.	914&28/15	9/11/2014
10514408	100226	9/9/2015	Fire Fighter's Police Officer's	FY16-091 915	9/4/2015
Sub-total					
Fire - Administration					
10515201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10515201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10515207	100214	9/9/2015	Arizona Office Of Technology	IN104154	8/24/2015
10515207	100225	9/9/2015	Eso Solutions, Inc	ESO-20536	9/1/2015
10515207	100430	9/29/2015	Physio- Control, Inc.	416027005	8/26/2015
10515207	100237	9/9/2015	United Exterminating	177881	9/1/2015
10515207	100442	9/29/2015	United Fire Equipment Co.	620838	9/3/2015
10515215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10515215	100298	9/15/2015	BIA	Sep-15	8/31/2015
10515290	100403	9/29/2015	Day Auto Supply, Inc	661877	9/15/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
10515290	100403	9/29/2015	Day Auto Supply, Inc	661836	9/15/2015
10515290	100235	9/9/2015	Superstition Fire & Medical District	INV022263	8/31/2015
10515290	100235	9/9/2015	Superstition Fire & Medical District	INV02265	8/31/2015
10515290	100235	9/9/2015	Superstition Fire & Medical District	INV02264	8/31/2015
Sub-total					
Fire - Station No. 1					
10516210	100401	9/29/2015	Creative Communications Sales	367859	9/16/2015
10516235	100229	9/9/2015	Gary A. Smith, Md, FAAFP	28	8/27/2015
10516302	9900051	9/14/2015	Amazon.Com	083115 STMT	8/31/2015
10516302	9900051	9/14/2015	Amazon.Com	083115 STMT	8/31/2015
10516302	100215	9/9/2015	Bakemark CSM	128608	8/3/2015
10516302	100388	9/29/2015	Battery Warehouse Direct	24330	9/4/2015
10516302	9900051	9/14/2015	Sears	083115 STMT	8/31/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	620395	8/27/2015
10516304	100209	9/2/2015	United Fire Equipment Co.	619727	8/20/2015
10516304	100209	9/2/2015	United Fire Equipment Co.	619520	8/18/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	620796	9/2/2015
10516304	100209	9/2/2015	United Fire Equipment Co.	619518	8/18/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	621187	9/9/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	621189	9/9/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	620993	9/4/2015
10516304	100209	9/2/2015	United Fire Equipment Co.	619782	8/20/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	620994	9/4/2015
10516304	100442	9/29/2015	United Fire Equipment Co.	621186	9/9/2015
10516312	100442	9/29/2015	United Fire Equipment Co.	621213	9/9/2015
10516403	100212	9/9/2015	Arizona Academy Of	150803-1	8/3/2015
Sub-total					
Fire - Station No. 2					
10517201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10517201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10517201	100400	9/29/2015	Cox Communications	850222128801 915	9/3/2015
10517212	100419	9/29/2015	Johnson Utilities	138081-01 915	9/5/2015
10517212	100419	9/29/2015	Johnson Utilities	138082-01 915	9/5/2015
10517215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10517215	100460	9/30/2015	Southwest Gas Corporation	FIRE 9/15	9/22/2015
10517304	100209	9/2/2015	United Fire Equipment Co.	619657	8/19/2015
10517304	100209	9/2/2015	United Fire Equipment Co.	619900	8/21/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
10517304	100442	9/29/2015	United Fire Equipment Co.	621158	9/9/2015
10517304	100442	9/29/2015	United Fire Equipment Co.	621159	9/9/2015
10517304	100442	9/29/2015	United Fire Equipment Co.	621161	9/9/2015
10517304	100209	9/2/2015	United Fire Equipment Co.	619654	8/19/2015
10517304	100442	9/29/2015	United Fire Equipment Co.	621400	9/11/2015
10517304	100442	9/29/2015	United Fire Equipment Co.	620799	9/2/2015
10517312	100238	9/9/2015	United Fire Equipment Co.	62692	9/1/2015
10517403	100212	9/9/2015	Arizona Academy Of	150803-1	8/3/2015
10517403	100416	9/29/2015	Jeffrey E. Moser	FIRE/ARS III	9/22/2015
Sub-total					
Information Technology					
10519201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10519207	9900051	9/14/2015	Adobe Systems Incorporated	083115 STMT	8/31/2015
10519207	9900051	9/14/2015	Rackspace Cloud	083115 STMT	8/31/2015
10519207	9900051	9/14/2015	Sendgrid	083115 STMT	8/31/2015
10519207	9900051	9/14/2015	www.1And1.Com	083115 STMT	8/31/2015
10519211	100425	9/29/2015	Newegg Business, Inc.	1201272538	8/20/2015
10519211	100332	9/17/2015	Onstream Media Corporation	26938	8/17/2015
10519222	100323	9/17/2015	Cox Communications	8502204998001 915	8/22/2015
10519301	9900051	9/14/2015	Dollar General	083115 STMT	8/31/2015
10519302	100326	9/17/2015	Florence True Value Hardware	218755	8/5/2015
10519302	100326	9/17/2015	Florence True Value Hardware	218791	8/6/2015
10519302	100326	9/17/2015	Florence True Value Hardware	218942	8/14/2015
10519302	100326	9/17/2015	Florence True Value Hardware	219217	8/31/2015
10519302	100326	9/17/2015	Florence True Value Hardware	219287	9/3/2015
10519302	100326	9/17/2015	Florence True Value Hardware	219465	9/14/2015
10519302	100327	9/17/2015	Herbert F. Fitzpatrick	4001	7/20/2015
10519302	9900051	9/14/2015	National Bank Of Arizona	083115 STMT	8/31/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201301992	9/4/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201302365	9/4/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201220683	8/23/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201240398	8/6/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201242711	8/8/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201242723	9/7/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201255065	8/12/2015
10519302	100425	9/29/2015	Newegg Business, Inc.	1201263422	8/17/2015
10519323	9900051	9/14/2015	Envato	083115 STMT	8/31/2015
10519323	9900051	9/14/2015	Envato	083115 STMT	8/31/2015

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10519410	100425	9/29/2015	Newegg Business, Inc.	1201272602	8/21/2015
Sub-total					
Fitness Center					
10520302	100205	9/2/2015	The Water Shed	6272	8/10/2015
10520302	100440	9/29/2015	The Water Shed	6494	9/2/2015
Sub-total					
Parks and Recreation Admin					
10521201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10521203	100206	9/2/2015	Toshiba Business Solutions, USA	59403	8/14/2015
10521203	100441	9/29/2015	Toshiba Business Solutions, USA	12163615	9/3/2015
10521215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10521215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
10521301	100286	9/14/2015	Office Depot Inc	789896191-001	8/27/2015
10521301	100286	9/14/2015	Office Depot Inc	789896561-001	8/27/2015
10521301	100428	9/29/2015	Office Depot Inc	792096856-001	9/8/2015
10521301	100199	9/2/2015	Office Depot Inc	787748312-001	8/18/2015
10521301	100199	9/2/2015	Office Depot Inc	787748313-001	8/18/2015
10521301	100199	9/2/2015	Office Depot Inc	787833086-001	8/18/2015
10521401	100267	9/14/2015	ASCAP	500613596 3/5	8/20/2015
10521401	100269	9/14/2015	Casa Grande Valley Newspaper Inc.	201203 3/5	9/1/2015
10521401	100269	9/14/2015	Casa Grande Valley Newspaper Inc.	1358 3/5	9/4/2015
10521401	9900051	9/14/2015	National Recreation & Park Association	083115 STMT	8/31/2015
10521402	100216	9/9/2015	Bryan Hughes	914-17/15	7/20/2015
10521402	9900051	9/14/2015	Hilton El Conquistador Resort	083115 STMT	8/31/2015
Sub-total					
Parks Maintenance					
10522201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10522208	100437	9/29/2015	Stotz Equipment	P45052	9/2/2015
10522215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10522302	100403	9/29/2015	Day Auto Supply, Inc	661838	9/15/2015
10522302	100194	9/2/2015	Florence True Value Hardware	218865	8/10/2015
10522302	100194	9/2/2015	Florence True Value Hardware	218993	8/18/2015
10522302	100194	9/2/2015	Florence True Value Hardware	219161	8/27/2015
10522302	100194	9/2/2015	Florence True Value Hardware	219171	8/27/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219015	8/19/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219096	8/24/2015

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10522302	100410	9/29/2015	Florence True Value Hardware	219258	9/1/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219275	9/3/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219345	9/8/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219415	9/11/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219429	9/11/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219486	9/15/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219551	9/18/2015
10522302	100410	9/29/2015	Florence True Value Hardware	219577	9/21/2015
10522302	100410	9/29/2015	Florence True Value Hardware	390386	8/4/2015
10522302	100410	9/29/2015	Florence True Value Hardware	390388	8/4/2015
10522302	100205	9/2/2015	The Water Shed	6267	8/10/2015
10522302	100440	9/29/2015	The Water Shed	6473	8/31/2015
10522311	100391	9/29/2015	Borders Turf & Tractor	26002	9/29/2015
10522317	100385	9/29/2015	Arizona State Prison-Florence	063015F-117A	7/7/2015
10522317	100185	9/2/2015	Arizona State Prison-Florence	070915F-116	7/15/2015
10522317	100266	9/14/2015	Arizona State Prison-Florence	080615F-116A	8/25/2015
10522317	100266	9/14/2015	Arizona State Prison-Florence	082015F-114B	8/25/2015
10522317	100385	9/29/2015	Arizona State Prison-Florence	090315F-115B	9/22/2015
10522317	100185	9/2/2015	Arizona State Prison-Florence	070915F-118A	7/24/2015
10522317	100414	9/29/2015	Home Depot Credit Services	212945	7/23/2015
10522317	100443	9/29/2015	Wilbur-Ellis Company	9423510	8/27/2015
Sub-total					
Community Center					
10523208	100282	9/14/2015	Keith's Home Pro Handyman	1289	9/5/2015
10523215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10523302	100410	9/29/2015	Florence True Value Hardware	219304	9/3/2015
10523302	100410	9/29/2015	Florence True Value Hardware	219550	9/18/2015
10523302	100410	9/29/2015	Florence True Value Hardware	219650	9/24/2015
10523302	100428	9/29/2015	Office Depot Inc	792053710-001	9/8/2015
10523302	100428	9/29/2015	Office Depot Inc	792054176-001	9/8/2015
10523302	100428	9/29/2015	Office Depot Inc	792054177-001	9/8/2015
10523302	100428	9/29/2015	Office Depot Inc	792054178-001	9/10/2015
10523302	100428	9/29/2015	Office Depot Inc	792054179-001	9/5/2015
10523302	100428	9/29/2015	Office Depot Inc	792054180-001	9/8/2015
10523302	100429	9/29/2015	Petty Cash - Parks	START-DESK	9/24/2015
Sub-total					
Aquatics					

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10524201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10524201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10524215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
10524302	100193	9/2/2015	Erasmo Mendivil Jr.	508	7/1/2015
10524302	100193	9/2/2015	Erasmo Mendivil Jr.	232276	1/1/2015
10524302	100428	9/29/2015	Office Depot Inc	792050418-001	9/5/2015
10524302	100428	9/29/2015	Office Depot Inc	792050664-001	9/5/2015
10524302	100199	9/2/2015	Office Depot Inc	787748036-001	8/18/2015
10524302	100205	9/2/2015	The Water Shed	6402	8/21/2015
10524302	100205	9/2/2015	The Water Shed	6325	8/14/2015
10524302	100440	9/29/2015	The Water Shed	6495	9/2/2015
10524302	100440	9/29/2015	The Water Shed	6588	9/14/2015
10524302	100463	9/30/2015	Walmart Community	TR00188	9/17/2015
10524304	100277	9/14/2015	East Valley Sports	0730CC	7/30/2015
10524310	100382	9/29/2015	Aquatic Environmental	IN37248	8/28/2015
10524310	100264	9/14/2015	Aquatic Environmental	IN37166	8/14/2015
10524310	100382	9/29/2015	Aquatic Environmental	IN37319	9/8/2015
10524310	100382	9/29/2015	Aquatic Environmental	IN37340	9/11/2015
10524312	100406	9/29/2015	Erasmo Mendivil Jr.	REFUND BANDS	9/23/2015
10524335	100196	9/2/2015	Jarco Industries	SI-404813	7/27/2015
10524335	100204	9/2/2015	Superior International Industr, Inc	INV0073106	8/11/2015
10524401	9900051	9/14/2015	Mood Media Corporate	083115 STMT	8/31/2015
Sub-total					
Recreation Programs					
10525201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10525302	100417	9/29/2015	Jim Heet Photography	65	9/16/2015
10525302	100289	9/14/2015	Surf & Ski Enterprises	146845	9/2/2015
10525302	100289	9/14/2015	Surf & Ski Enterprises	146846	9/2/2015
10525302	100440	9/29/2015	The Water Shed	6493	9/2/2015
10525302	100440	9/29/2015	The Water Shed	6496	9/2/2015
10525302	100210	9/2/2015	Walmart Community	TR08446	7/21/2015
10525302	100463	9/30/2015	Walmart Community	TR00189	9/17/2015
10525302	100463	9/30/2015	Walmart Community	TR05771	9/21/2015
10525302	100291	9/14/2015	Walmart Community	9225	9/2/2015
10525401	9900051	9/14/2015	Mood Media Corporate	083115 STMT	8/31/2015
10525402	9900051	9/14/2015	Hilton El Conquistador Resort	083115 STMT	8/31/2015
10525402	9900051	9/14/2015	Hilton El Conquistador Resort	083115 STMT	8/31/2015
10525402	9900051	9/14/2015	Hilton El Conquistador Resort	083115 STMT	8/31/2015

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Sub-total					
Special Events					
10526201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10526222	100270	9/14/2015	Celestial Nights Family Entertainment	456-91915	7/13/2015
10526222	100395	9/29/2015	Celestial Nights Family Entertainment	472	9/21/2015
10526222	100438	9/29/2015	Swank Motion Pictures, Inc.	RG2095918	9/8/2015
10526407	100281	9/14/2015	Jason Reynolds	INVSEPT915	9/9/2015
10526407	100415	9/29/2015	Jason Reynolds	SEPT 17 2015	9/22/2015
10526407	100281	9/14/2015	Jason Reynolds	INV-90915	9/9/2015
Sub-total					
Senior Center					
10528201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10528215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10528215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
10528217	100431	9/29/2015	Pinal Nutrition Program	15-Aug	8/31/2015
10528302	100333	9/17/2015	Oriental Trading Co	673120763-01	8/28/2015
10528302	100341	9/17/2015	Smart & Final Stores Corp	78663113	9/3/2015
10528302	100346	9/17/2015	Walmart Community	8568	9/3/2015
10528302	100346	9/17/2015	Walmart Community	6376	9/8/2015
10528311	100194	9/2/2015	Florence True Value Hardware	218881	8/11/2015
10528444	100334	9/17/2015	Parts Express	4857544	8/24/2015
10528444	100335	9/17/2015	Petty Cash - Senior Center	SRMEAL 91815	9/15/2015
Sub-total					
Library					
10529201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10529201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
10529207	100344	9/17/2015	United Exterminating	178487	9/1/2015
10529308	100350	9/21/2015	Baker & Taylor Books	4011335489	9/3/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011313272	8/10/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011322683	8/20/2015
10529308	100350	9/21/2015	Baker & Taylor Books	4011335487	9/3/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011313273	8/10/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011322684	8/20/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011313274	8/10/2015
10529308	100268	9/14/2015	Baker & Taylor Books	4011322685	8/20/2015
10529308	100350	9/21/2015	Baker & Taylor Books	4011334303	9/1/2015

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10529308	100350	9/21/2015	Baker & Taylor Books	4011335488	9/3/2015
10529308	100350	9/21/2015	Baker & Taylor Books	T2508361	9/2/2015
10529308	100350	9/21/2015	Baker & Taylor Books	T25208360	9/2/2015
10529308	100387	9/29/2015	Baker & Taylor Books	M81279930	9/14/2015
10529308	100387	9/29/2015	Baker & Taylor Books	T25341040	9/14/2015
10529308	100387	9/29/2015	Baker & Taylor Books	T25341041	9/14/2015
10529308	100387	9/29/2015	Baker & Taylor Books	T25341042	9/14/2015
10529308	100268	9/14/2015	Baker & Taylor Books	M77385690	8/5/2015
10529308	100268	9/14/2015	Baker & Taylor Books	T23932970	8/12/2015
10529314	100280	9/14/2015	Interior Solutions	100351-1MB	8/21/2015
10529401	100384	9/29/2015	Arizona Library Association	300000878	9/11/2015
10529401	100320	9/17/2015	Casa Grande Valley Newspaper Inc.	2015/109218	9/1/2015
10529402	100384	9/29/2015	Arizona Library Association	200000752	9/15/2015
10529405	100412	9/29/2015	Gloria Moreno	15-Aug	9/17/2015
Sub-total					
Engineering					
10530201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
Sub-total					
General Government					
10532201	100299	9/15/2015	Centurylink	116/0238 915	9/1/2015
10532201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10532201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10532201	100299	9/15/2015	Centurylink	116/0238 915	9/1/2015
10532214	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10532214	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10532215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
10532215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
10532314	100236	9/9/2015	The Water Shed	6271	8/10/2015
10532314	100236	9/9/2015	The Water Shed	6336	8/17/2015
10532314	100236	9/9/2015	The Water Shed	6403	8/24/2015
10532314	100236	9/9/2015	The Water Shed	6471	8/31/2015
10533208	100252	9/10/2015	Florence True Value Hardware	218983	8/18/2015
Sub-total					
Cemetery					
10533317	100185	9/2/2015	Arizona State Prison-Florence	080615F-116B	8/11/2015
10533317	100185	9/2/2015	Arizona State Prison-Florence	082015F-114A	8/26/2015

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10533317	100445	9/30/2015	Arizona State Prison-Florence	090315F-115A	9/22/2015
Sub-total					
Economic Development					
10551201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
10551201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
Sub-total					
Capital Projects Fund					
11277000	100284	9/14/2015	Low Mountain Construction	12-RETAINAGE	9/10/2015
11518322			Baxter Design Group LLC	614	6/16/2015
11518322	99681	Multiple	Baxter Design Group LLC	614	6/16/2015
11518507	100244	9/10/2015	Baxter Design Group LLC	640	9/4/2015
11518507	100353	9/21/2015	EPS Group	13-3305-1	7/24/2015
11518507	100353	9/21/2015	EPS Group	1333051A	7/24/2015
11518507	100353	9/21/2015	EPS Group	13-3305-2	7/24/2015
11532501	100284	9/14/2015	Low Mountain Construction	APP 12	8/31/2015
Sub-total					
HURF					
12277000	100253	9/10/2015	Kimbrell Electric	PAY APP 2 RETAIN	8/31/2015
12518201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
12518207	100184	9/2/2015	Arizona Office Of Technology	IN104155	8/24/2015
12518211	100403	9/29/2015	Day Auto Supply, Inc	661712	9/14/2015
12518211	100190	9/2/2015	Day Auto Supply, Inc	660523	8/28/2015
12518211	100249	9/10/2015	Day Auto Supply, Inc	660956	9/3/2015
12518211	100324	9/17/2015	Day Auto Supply, Inc	661571	9/11/2015
12518211	100191	9/2/2015	Empire Southwest	EMPS3697436	8/27/2015
12518211	100283	9/14/2015	Kirk'S Tires	16488	9/9/2015
12518211	100259	9/10/2015	Stotz Equipment	P45090	9/3/2015
12518214	100271	9/14/2015	Centerline Supply West, Inc.	73870	8/26/2015
12518215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
12518215	100298	9/15/2015	BIA	Sep-15	8/31/2015
12518215	100298	9/15/2015	BIA	Sep-15	8/31/2015
12518215	100298	9/15/2015	BIA	Sep-15	8/31/2015
12518215	100298	9/15/2015	BIA	Sep-15	8/31/2015
12518302	100440	9/29/2015	The Water Shed	6572	9/10/2015
12518302	100205	9/2/2015	The Water Shed	6442	8/27/2015
12518302	100205	9/2/2015	The Water Shed	6447	8/28/2015

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12518302	100205	9/2/2015	The Water Shed	6465	8/31/2015
12518302	100260	9/10/2015	The Water Shed	6513	9/3/2015
12518302	100260	9/10/2015	The Water Shed	6550	9/8/2015
12518302	100343	9/17/2015	The Water Shed	6586	9/14/2015
12518304	100248	9/10/2015	Cintas Corporation Lock 696	696107696	8/28/2015
12518304	100248	9/10/2015	Cintas Corporation Lock 696	696109913	9/4/2015
12518304	100397	9/29/2015	Cintas Corporation Lock 696	696112149	9/11/2015
12518304	100397	9/29/2015	Cintas Corporation Lock 696	696114373	9/18/2015
12518304	100447	9/30/2015	Cintas Corporation Lock 696	696116603	9/25/2015
12518304	100329	9/17/2015	John Pitts C. Jr.	REIM-BOOT90915	9/9/2015
12518317	100185	9/2/2015	Arizona State Prison-Florence	080615F-116B	8/11/2015
12518317	100185	9/2/2015	Arizona State Prison-Florence	082015F-114A	8/26/2015
12518317	100445	9/30/2015	Arizona State Prison-Florence	090315F-115A	9/22/2015
12518322	100263	9/14/2015	APD Power Center, Inc.	177822	8/25/2014
12518322	100273	9/14/2015	Creative Paving Solutions, LLC	823	9/9/2015
12518322	100345	9/17/2015	Vulcan Materials Company	80079915	9/4/2015
12518403	100402	9/29/2015	Curtis Williams	930/15	8/19/2015
12518403	100367	9/21/2015	Patrick Miller	930/15	8/19/2015
12566507	100253	9/10/2015	Kimbrell Electric	PAY APP 2	8/31/2015
HURF Total					
Fleet Services					
22502209	100255	9/10/2015	Michael Baca	437107	9/3/2015
22510305	100223	9/9/2015	Day Auto Supply, Inc	660654	8/31/2015
22511209	100187	9/2/2015	Auto Painting Plus	865987	8/5/2015
22511209	100249	9/10/2015	Day Auto Supply, Inc	659887	8/21/2015
22513209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22513209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22513209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22513209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22513209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22513209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22513209	100343	9/17/2015	The Water Shed	6557	9/8/2015
22514209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22514209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22514209	100243	9/10/2015	Auto Painting Plus	866000	9/2/2015
22514209	100316	9/17/2015	Auto Painting Plus	955554	9/10/2015
22514209	100223	9/9/2015	Day Auto Supply, Inc	660629	8/31/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660274	8/26/2015

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22514209	100275	9/14/2015	Day Auto Supply, Inc	661120	9/4/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22514209	100324	9/17/2015	Day Auto Supply, Inc	661221	9/8/2015
22514209	100324	9/17/2015	Day Auto Supply, Inc	661410	9/9/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660273	8/26/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660289	8/26/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660404	8/27/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660504	8/28/2015
22514209	100190	9/2/2015	Day Auto Supply, Inc	660512	8/28/2015
22514209	100275	9/14/2015	Day Auto Supply, Inc	661119	9/4/2015
22514209	100403	9/29/2015	Day Auto Supply, Inc	661854	9/15/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	660622	8/31/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	660879	9/2/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	651691	8/14/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	661006	9/3/2015
22514209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22514209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22514209	100249	9/10/2015	Day Auto Supply, Inc	660668	8/31/2015
22514209	100276	9/14/2015	Earnhardt Service #25440 Or 7118	450932	8/31/2015
22514209	100451	9/30/2015	Earnhardt Service #25440 Or 7118	920618	9/21/2015
22514209	100456	9/30/2015	Manatee Tire & Auto Inc., Dba	150756	9/24/2015
22514209	100258	9/10/2015	Rv Stripes & Graphics, Inc.	20229	9/3/2015
22514209	100339	9/17/2015	Rv Stripes & Graphics, Inc.	20242	9/10/2015
22514209	100343	9/17/2015	The Water Shed	6557	9/8/2015
22514305	100249	9/10/2015	Day Auto Supply, Inc	660870	9/2/2015
22514305	100190	9/2/2015	Day Auto Supply, Inc	660214	8/25/2015
22514305	100190	9/2/2015	Day Auto Supply, Inc	660358	8/27/2015
22514305	100249	9/10/2015	Day Auto Supply, Inc	661030	9/3/2015
22514305	100249	9/10/2015	Day Auto Supply, Inc	661075	9/4/2015
22514306	100223	9/9/2015	Day Auto Supply, Inc	660629	8/31/2015
22514306	100403	9/29/2015	Day Auto Supply, Inc	661854	9/15/2015
22514306	100190	9/2/2015	Day Auto Supply, Inc	660274	8/26/2015
22518209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22518209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22518209	100241	9/10/2015	AAA Transmission Specialists	7786	9/3/2015
22518209	100403	9/29/2015	Day Auto Supply, Inc	661831	9/15/2015
22518209	100403	9/29/2015	Day Auto Supply, Inc	661778	9/14/2015
22518209	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
22518209	100275	9/14/2015	Day Auto Supply, Inc	661231	9/8/2015
22518209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22518209	100275	9/14/2015	Day Auto Supply, Inc	661074	9/4/2015
22518209	100324	9/17/2015	Day Auto Supply, Inc	661378	9/9/2015
22518209	100275	9/14/2015	Day Auto Supply, Inc	661068	9/4/2015
22518209	100403	9/29/2015	Day Auto Supply, Inc	662212	9/18/2015
22518209	100403	9/29/2015	Day Auto Supply, Inc	661961	9/16/2015
22518209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22518209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22518209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22518209	100250	9/10/2015	Earnhardt Service #25440 Or 7118	568244	9/2/2015
22518209	100252	9/10/2015	Florence True Value Hardware	219358	9/8/2015
22518209	100252	9/10/2015	Florence True Value Hardware	219361	9/8/2015
22518209	100410	9/29/2015	Florence True Value Hardware	219477	9/15/2015
22518209	100411	9/29/2015	Garrett Motors	5009600	9/18/2015
22518209	100343	9/17/2015	The Water Shed	6557	9/8/2015
22518305	100223	9/9/2015	Day Auto Supply, Inc	660733	9/1/2015
22518306	100275	9/14/2015	Day Auto Supply, Inc	661068	9/4/2015
22518306	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22521209	100403	9/29/2015	Day Auto Supply, Inc	661940	9/16/2015
22521306	100403	9/29/2015	Day Auto Supply, Inc	661940	9/16/2015
22522305	100190	9/2/2015	Day Auto Supply, Inc	660243	8/26/2015
22522305	100190	9/2/2015	Day Auto Supply, Inc	660287	8/26/2015
22530209	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22530306	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22531305	100279	9/14/2015	GCR Tires & Service	827-48300	9/5/2015
22571209	100242	9/10/2015	Agape, Inc	15201	9/3/2015
22571209	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22571306	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22574209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22574209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22574209	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22574209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22574209	100275	9/14/2015	Day Auto Supply, Inc	661143	9/4/2015
22574209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22574209	100275	9/14/2015	Day Auto Supply, Inc	661029	9/3/2015
22574209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22574209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22574209	100343	9/17/2015	The Water Shed	6557	9/8/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
22574306	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22575209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22575209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22575209	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22575209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22575209	100275	9/14/2015	Day Auto Supply, Inc	661143	9/4/2015
22575209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22575209	100275	9/14/2015	Day Auto Supply, Inc	661029	9/3/2015
22575209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22575209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22575209	100343	9/17/2015	The Water Shed	6557	9/8/2015
22575306	100324	9/17/2015	Day Auto Supply, Inc	661444	9/10/2015
22576209	100379	9/29/2015	A & M Nut & Bolt	275278	8/31/2015
22576209	100444	9/30/2015	A & M Nut & Bolt	275640	9/24/2015
22576209	100249	9/10/2015	Day Auto Supply, Inc	660940	9/3/2015
22576209	100275	9/14/2015	Day Auto Supply, Inc	661143	9/4/2015
22576209	100249	9/10/2015	Day Auto Supply, Inc	660719	9/1/2015
22576209	100275	9/14/2015	Day Auto Supply, Inc	661029	9/3/2015
22576209	100275	9/14/2015	Day Auto Supply, Inc	660952	9/3/2015
22576209	100403	9/29/2015	Day Auto Supply, Inc	661952	9/16/2015
22576209	100343	9/17/2015	The Water Shed	6557	9/8/2015
22588217	100207	9/2/2015	Tri-City Express Care, Pllc	2482273	8/14/2015
22588304	100248	9/10/2015	Cintas Corporation Lock 696	696107696	8/28/2015
22588304	100248	9/10/2015	Cintas Corporation Lock 696	696109913	9/4/2015
22588304	100397	9/29/2015	Cintas Corporation Lock 696	696112149	9/11/2015
22588304	100397	9/29/2015	Cintas Corporation Lock 696	696114373	9/18/2015
22588304	100447	9/30/2015	Cintas Corporation Lock 696	696116603	9/25/2015
22588311	100223	9/9/2015	Day Auto Supply, Inc	660656	8/31/2015
Fleet Services Total					
Facility Services					
32502207	100380	9/29/2015	Advanced Controls Corporation	15-6357	9/18/2015
32502207	100256	9/10/2015	Moreno Repair	410570	8/5/2015
32502207	100372	9/21/2015	United Exterminating	177877	9/1/2015
32502207	100261	9/10/2015	United Exterminating	177880	9/1/2015
32502207	100261	9/10/2015	United Exterminating	177858	8/25/2015
32502207	100261	9/10/2015	United Exterminating	177883	9/1/2015
32502207	100261	9/10/2015	United Exterminating	177879	9/1/2015
32502207	100261	9/10/2015	United Exterminating	177882	9/1/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
32502207	100261	9/10/2015	United Exterminating	177878	9/1/2015
32502207	100372	9/21/2015	United Exterminating	177884	9/1/2015
32502207	100208	9/2/2015	United Exterminating	178995	8/24/2015
32502208	100403	9/29/2015	Day Auto Supply, Inc	66248	9/18/2015
32502208	100403	9/29/2015	Day Auto Supply, Inc	662257	9/18/2015
32502208	100383	9/29/2015	Gen-Tech	132349	9/17/2015
32502208	100383	9/29/2015	Gen-Tech	132346	9/17/2015
32502302	100227	9/9/2015	Florence True Value Hardware	219173	8/27/2015
32502302	100227	9/9/2015	Florence True Value Hardware	219231	8/31/2015
32502302	100252	9/10/2015	Florence True Value Hardware	219319	9/4/2015
32502304	100248	9/10/2015	Cintas Corporation Lock 696	696107696	8/28/2015
32502304	100248	9/10/2015	Cintas Corporation Lock 696	696109913	9/4/2015
32502304	100397	9/29/2015	Cintas Corporation Lock 696	696112149	9/11/2015
32502304	100397	9/29/2015	Cintas Corporation Lock 696	696114373	9/18/2015
32502304	100447	9/30/2015	Cintas Corporation Lock 696	696116603	9/25/2015
32502304	100455	9/30/2015	Jennifer Bahme	REIMBOOTUNI	8/28/2015
32502304	100459	9/30/2015	Rachele, Honea	2503	9/21/2015
32502304	100459	9/30/2015	Rachele, Honea	REIM UNI915	9/22/2015
32502311	100355	9/21/2015	Home Depot Credit Services	2012778	9/9/2015
32502316	100220	9/9/2015	Cintas Corporation Lock 696	696107697	8/28/2015
32502316	100272	9/14/2015	Cintas Corporation Lock 696	696109914	9/4/2015
32502316	100321	9/17/2015	Cintas Corporation Lock 696	696112150	9/11/2015
32502316	100397	9/29/2015	Cintas Corporation Lock 696	696114374	9/18/2015
32502316	100248	9/10/2015	Cintas Corporation Lock 696	696107696	8/28/2015
32502316	100248	9/10/2015	Cintas Corporation Lock 696	696109913	9/4/2015
32502316	100397	9/29/2015	Cintas Corporation Lock 696	696112149	9/11/2015
32502316	100397	9/29/2015	Cintas Corporation Lock 696	696114373	9/18/2015
32502316	100447	9/30/2015	Cintas Corporation Lock 696	696116603	9/25/2015
32502316	100398	9/29/2015	Clemans Plumbing	5078	6/19/2015
32502316	100322	9/17/2015	Clemans Plumbing	5164	8/10/2015
32502316	100322	9/17/2015	Clemans Plumbing	5188	8/19/2015
32502316	100322	9/17/2015	Clemans Plumbing	5247	9/11/2015
32502316	100251	9/10/2015	Emergency Restorations Experts. Llc	DATE 831/15	8/31/2015
32502316	100414	9/29/2015	Home Depot Credit Services	2014133	5/12/2015
32502316	100453	9/30/2015	Home Depot Credit Services	4012331	8/28/2015
32502316	100355	9/21/2015	Home Depot Credit Services	2012777	9/6/2015
32502316	100414	9/29/2015	Home Depot Credit Services	2160473	5/22/2015
32502316	100355	9/21/2015	Home Depot Credit Services	2012779	9/9/2015
32502316	100257	9/10/2015	New-Tech Electric & Communication Llc	183	9/4/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
32502316	100371	9/21/2015	Stewart - Batteries Plus	887-219043	9/9/2015
32502316	100461	9/30/2015	Stewart - Batteries Plus	877-10104201	9/16/2015
32502316	100371	9/21/2015	Stewart - Batteries Plus	877-219042	9/9/2015
Facility Services Total					
Water Utility Services					
51219000	100189	9/2/2015	Temporary Vendor	600026	8/31/2015
51219000	100197	9/2/2015	Temporary Vendor	10100852	8/31/2015
51219000	100203	9/2/2015	Temporary Vendor	219005	9/1/2015
51219000	100230	9/9/2015	Temporary Vendor	402908	9/2/2015
51219000	100234	9/9/2015	Temporary Vendor	302802	9/2/2015
51219000	100390	9/29/2015	Temporary Vendor	211707	9/24/2015
51219000	100396	9/29/2015	Temporary Vendor	406805	9/24/2015
51219000	100424	9/29/2015	Temporary Vendor	601103	9/1/2015
51219000	100439	9/29/2015	Temporary Vendor	411220	9/24/2015
51277000	100265	9/14/2015	Arizona Beeman Drilling	2592	8/4/2015
51277000	100278	9/14/2015	Garney Companies, Inc.	RELEASE PART 7	8/25/2015
51277000	100375	9/22/2015	Mccain Construction	5-RELEASE RETAIN	7/28/2015
51277000	100330	9/17/2015	Mccain Construction	4	9/15/2015
51371446	100390	9/29/2015	Temporary Vendor	211707-OP	9/24/2015
51371446	100392	9/29/2015	Temporary Vendor	10111805-OP	9/24/2015
51371446	100394	9/29/2015	Temporary Vendor	00000700-OP	9/24/2015
51371446	100394	9/29/2015	Temporary Vendor	11100300-OP	9/24/2015
51371446	100394	9/29/2015	Temporary Vendor	11109900-OP	9/24/2015
51371446	100418	9/29/2015	Temporary Vendor	11001390-OP	9/24/2015
51371446	100420	9/29/2015	Temporary Vendor	10214811-OP	9/24/2015
51371446	100427	9/29/2015	Temporary Vendor	504403-OP	9/24/2015
51371446	100435	9/29/2015	Temporary Vendor	302802-OP	9/24/2015
51574201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
51574201	100299	9/15/2015	Centurylink	WWW8356 915	8/28/2015
51574201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
51574211	100314	9/17/2015	Arizona Coating Applicators	3137	6/24/2015
51574211	100222	9/9/2015	Coolidge Engine & Pump, L.L.C.	6372	8/18/2015
51574211	100352	9/21/2015	Coolidge Engine & Pump, L.L.C.	6386	9/1/2015
51574215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
51574215	100298	9/15/2015	BIA	Sep-15	8/31/2015
51574215	100298	9/15/2015	BIA	Sep-15	8/31/2015
51574217	100217	9/9/2015	Casa Grande Courier, Inc.	991	8/30/2015
51574217	100231	9/9/2015	Legend Technical Svcs., Inc.	1512756	8/31/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
51574302	100403	9/29/2015	Day Auto Supply, Inc	662024	9/16/2015
51574302	100227	9/9/2015	Florence True Value Hardware	219116	8/25/2015
51574302	100227	9/9/2015	Florence True Value Hardware	219236	8/31/2015
51574302	100410	9/29/2015	Florence True Value Hardware	219509	9/16/2015
51574302	100440	9/29/2015	The Water Shed	6572	9/10/2015
51574302	100260	9/10/2015	The Water Shed	6513	9/3/2015
51574302	100260	9/10/2015	The Water Shed	6550	9/8/2015
51574302	100343	9/17/2015	The Water Shed	6586	9/14/2015
51574302	100205	9/2/2015	The Water Shed	6442	8/27/2015
51574302	100205	9/2/2015	The Water Shed	6447	8/28/2015
51574302	100205	9/2/2015	The Water Shed	6465	8/31/2015
51574304	100389	9/29/2015	BC Graphics	101224	9/14/2015
51574304	100220	9/9/2015	Cintas Corporation Lock 696	696107697	8/28/2015
51574304	100272	9/14/2015	Cintas Corporation Lock 696	696109914	9/4/2015
51574304	100321	9/17/2015	Cintas Corporation Lock 696	696112150	9/11/2015
51574304	100397	9/29/2015	Cintas Corporation Lock 696	696114374	9/18/2015
51574310	100195	9/2/2015	Hill Brothers Chemical Co,	5084695	8/18/2015
51574312	100326	9/17/2015	Florence True Value Hardware	219368	9/9/2015
51574312	100373	9/21/2015	USABluebook	707199	7/27/2015
51574320	9900051	9/14/2015	Farnsworth Wholesale Company	083115 STMT	8/31/2015
51574320	9900051	9/14/2015	Farnsworth Wholesale Company	083115 STMT	8/31/2015
51574320	9900051	9/14/2015	Farnsworth Wholesale Company	083115 STMT	8/31/2015
51574320	9900051	9/14/2015	Farnsworth Wholesale Company	083115 STMT	8/31/2015
51574320	100326	9/17/2015	Florence True Value Hardware	218343	7/13/2015
51574320	100326	9/17/2015	Florence True Value Hardware	219041	8/20/2015
51574320	100326	9/17/2015	Florence True Value Hardware	219370	9/9/2015
51574320	100326	9/17/2015	Florence True Value Hardware	219395	9/10/2015
51574320	100410	9/29/2015	Florence True Value Hardware	219512	9/16/2015
51574406	100218	9/9/2015	Central Arizona Project	66838	8/12/2015
51574408	100200	9/2/2015	Pinal Co Air Quality Control	2015279A	8/24/2015
51574408	100200	9/2/2015	Pinal Co Air Quality Control	2015279A	8/24/2015
51581507	100192	9/2/2015	EPS Group	13-3301-4	8/20/2015
51581507	100224	9/9/2015	EPS Group	13-3301-3	7/24/2015
51581507	100224	9/9/2015	EPS Group	13-3301-3A	7/24/2015
51581507	100278	9/14/2015	Garney Companies, Inc.	7	8/25/2015
51581507	100330	9/17/2015	Mccain Construction	4	9/15/2015

Water Utility Services Total

Sewer Utility Services

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
52277000	100274	9/14/2015	Currier Construction, Inc.	12-RELEASE RETAIN	8/26/2015
52575201	100219	9/9/2015	Centurylink	VARIOUS 8/15	8/16/2015
52575201	100239	9/9/2015	Verizon Wireless	9751043591	9/16/2015
52575208	100374	9/21/2015	Western Environmental Equipment Co.	W4332	9/12/2015
52575211	100262	9/14/2015	A.C. Sanitation Service, LLC	8251-106	9/3/2015
52575211	100326	9/17/2015	Florence True Value Hardware	219362	9/8/2015
52575211	100458	9/30/2015	Pro-Tec Environmental, Inc.	15091001	9/10/2015
52575211	100368	9/21/2015	Pro-Tec Environmental, Inc.	15082003	8/20/2015
52575217	100217	9/9/2015	Casa Grande Courier, Inc.	991	8/30/2015
52575217	100231	9/9/2015	Legend Technical Svcs., Inc.	1512759	8/31/2015
52575302	100326	9/17/2015	Florence True Value Hardware	219377	9/9/2015
52575302	100440	9/29/2015	The Water Shed	6572	9/10/2015
52575302	100260	9/10/2015	The Water Shed	6513	9/3/2015
52575302	100260	9/10/2015	The Water Shed	6550	9/8/2015
52575302	100343	9/17/2015	The Water Shed	6586	9/14/2015
52575302	100205	9/2/2015	The Water Shed	6442	8/27/2015
52575302	100205	9/2/2015	The Water Shed	6447	8/28/2015
52575302	100205	9/2/2015	The Water Shed	6465	8/31/2015
52575302	100373	9/21/2015	USABluebook	746842	9/9/2015
52575304	100389	9/29/2015	BC Graphics	101224	9/14/2015
52575304	100220	9/9/2015	Cintas Corporation Lock 696	696107697	8/28/2015
52575304	100272	9/14/2015	Cintas Corporation Lock 696	696109914	9/4/2015
52575304	100321	9/17/2015	Cintas Corporation Lock 696	696112150	9/11/2015
52575304	100397	9/29/2015	Cintas Corporation Lock 696	696114374	9/18/2015
52575310	100413	9/29/2015	Hill Brothers Chemical Co,	508475	9/17/2015
52575408	100213	9/9/2015	Arizona Department Of	0000216564X	8/20/2015
52575408	100213	9/9/2015	Arizona Department Of	0000216494X	8/20/2015
52576201	100299	9/15/2015	Centurylink	WWW8356 915	8/28/2015
52576211	100245	9/10/2015	Casa Gande Pumping Svc., Inc	9393	9/1/2015
52576215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
52576215	100298	9/15/2015	BIA	Sep-15	8/31/2015
52576217	100217	9/9/2015	Casa Grande Courier, Inc.	991	8/30/2015
52576217	100231	9/9/2015	Legend Technical Svcs., Inc.	1512757	8/31/2015
52576302	100440	9/29/2015	The Water Shed	6572	9/10/2015
52576302	100205	9/2/2015	The Water Shed	6442	8/27/2015
52576302	100205	9/2/2015	The Water Shed	6465	8/31/2015
52576302	100205	9/2/2015	The Water Shed	6447	8/28/2015
52576302	100260	9/10/2015	The Water Shed	6513	9/3/2015
52576302	100260	9/10/2015	The Water Shed	6550	9/8/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
52576302	100343	9/17/2015	The Water Shed	6586	9/14/2015
52576302	100373	9/21/2015	USABluebook	746842	9/9/2015
52576304	100389	9/29/2015	BC Graphics	101224	9/14/2015
52576304	100220	9/9/2015	Cintas Corporation Lock 696	696107697	8/28/2015
52576304	100272	9/14/2015	Cintas Corporation Lock 696	696109914	9/4/2015
52576304	100321	9/17/2015	Cintas Corporation Lock 696	696112150	9/11/2015
52576304	100397	9/29/2015	Cintas Corporation Lock 696	696114374	9/18/2015
52581501	100274	9/14/2015	Currier Construction, Inc.	12	8/26/2015
Sewer Utility Services Total					
Sanitation Services					
53219000			Temporary Vendor	788030	9/17/2015
53219000	100232	9/9/2015	Temporary Vendor	704684	9/2/2015
53219000	100351	9/21/2015	Temporary Vendor	785481	9/17/2015
53219000	100354	9/21/2015	Temporary Vendor	786600	9/17/2015
53219000	100357	9/21/2015	Temporary Vendor	788120	9/17/2015
53219000	100358	9/21/2015	Temporary Vendor	786610	9/17/2015
53219000	100360	9/21/2015	Temporary Vendor	712481	9/17/2015
53219000	100361	9/21/2015	Temporary Vendor	709582	9/17/2015
53219000	100362	9/21/2015	Temporary Vendor	787090	9/17/2015
53219000	100363	9/21/2015	Temporary Vendor	785890	9/17/2015
53219000	100364	9/21/2015	Temporary Vendor	788040	9/17/2015
53219000	100365	9/21/2015	Temporary Vendor	786250	9/17/2015
53219000	100369	9/21/2015	Temporary Vendor	787030	9/17/2015
53219000	100370	9/21/2015	Temporary Vendor	706282	9/17/2015
53219000	100378	9/29/2015	Temporary Vendor	788030	9/17/2015
53219000	100450	9/30/2015	Temporary Vendor	788030	9/17/2015
53219000	100464	9/30/2015	Temporary Vendor	704756	9/28/2015
53371453	100422	9/29/2015	Temporary Vendor	715712-OP	9/1/2015
53571217	100402	9/29/2015	Curtis Williams	CDL-REF	9/23/2015
53571217	100432	9/29/2015	Right Away Disposal	1100866	9/30/2015
53571217	100287	9/14/2015	Right Away Disposal	1062283	9/1/2015
53571217	100287	9/14/2015	Right Away Disposal	1063604	9/1/2015
53571230	100247	9/10/2015	Central AZ Solid Waste Inc	TOF15-08	8/31/2015
53571304	100248	9/10/2015	Cintas Corporation Lock 696	696107696	8/28/2015
53571304	100248	9/10/2015	Cintas Corporation Lock 696	696109913	9/4/2015
53571304	100397	9/29/2015	Cintas Corporation Lock 696	696112149	9/11/2015
53571304	100397	9/29/2015	Cintas Corporation Lock 696	696114373	9/18/2015
53571304	100447	9/30/2015	Cintas Corporation Lock 696	696116603	9/25/2015

GL Account	Check Number	Check Issue Date	Merchant Name	Invoice Number	Invoice Date
Sanitation Services Total					
Grants					
216520215	100349	9/21/2015	Arizona Public Service	15-Sep	9/4/2015
216520215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
216520215	100309	9/15/2015	Southwest Gas Corporation	15-Sep	9/9/2015
216520217	100434	9/29/2015	Rosa E. Bruce Dba	MAS/PHASE1	9/23/2015
216520217	100434	9/29/2015	Rosa E. Bruce Dba	MAS/PHASE2PRO	9/23/2015
216520222	100399	9/29/2015	Rosa E. Bruce Dba	RENT APPFEE	9/25/2015
216520222	100221	9/9/2015	Combined Commercial	5TH MO 915	9/3/2015
216520222	100448	9/30/2015	Combined Commercial	384	9/28/2015
216520222	100300	9/15/2015	Douglas Crawford	SEPT/OCT 2015	9/14/2015
216520222	100300	9/15/2015	Douglas Crawford	SEPT/OCT 2015	9/14/2015
216520222	100408	9/29/2015	Florence Mini Storage	211974	9/22/2015
216520222	100409	9/29/2015	Florence Park Apartments	APP/RENT	9/25/2015
216520222	100331	9/17/2015	My Storage Pods	BLD NO914	9/14/2015
253506217	100381	9/29/2015	Ahsigma LLC	302-5-1-2	9/18/2015
253506402	9900051	9/14/2015	Waldorf AZ Biltmore	083114 STMT	8/4/2015
275529217	100347	9/17/2015	William Morris Endeavor	EVE-129/16	9/11/2015
Grants Total					
SLIDs					
300506215	100296	9/15/2015	Arizona Public Service Company	454526287 915	9/14/2015
301506215	100296	9/15/2015	Arizona Public Service Company	521526288 915	9/14/2015
302506215	100296	9/15/2015	Arizona Public Service Company	915626281 915	9/14/2015
SLIDs Total					
Judicial Collections Enhancement Fund					
532503231	100315	9/17/2015	Arizona Supreme Court	2016-0001171	8/4/2015
Judicial Collections Enhancement Fund Total					

Description	Check Amount	Department Sub-Total
Fuel Expense	18,249.90	
State Jcef	325.00	
ZFAR 1	1,031.29	
ZFAR 2	327.00	
Justice Court Fee	37.52	
State Surcharges	5,449.07	
Victims Rights Enforcement	62.80	
Insurance Premium	4,396.87	
Retirement Contributions police	17,998.01	
Retirement Contributions police	20,356.88	
Retirement Contributions Fire	17,619.68	
Retirement Contributions Fire	14,282.03	
Dental Premiums	9,011.62	
Vision Insurance	2,153.26	
Levy	300.00	
Levy	300.00	
Levy	365.52	
Nationwide - Deferred Comp	6,476.88	
Nationwide - Deferred Comp	5,880.97	
Employees Contributions	2.00	
Employees Contributions	2.00	
Monthly Invoice	416.29	
State Fines	504.31	
Restitution	25.00	
Restitution	100.00	
Lease Deposit Refund	800.00	
		126,473.90
Schedule Conflict	120.00	
Cancelled Membership Due To Injury	90.00	
Fire Insurance Premium Tax	(967.07)	
Fire Insurance Premium Tax	(967.07)	
Refund For Trip To Bisbee	20.00	
		(1,704.14)
Cell Phones	261.45	

Description	Check Amount	Department Sub-Total
League of Cities And Towns Pre Conference Registration - Councilmember Anderson	40.00	
Lodging For League of Cities And Towns Annual Conference Award Dinner - Mr. Tom Smith	127.50	
Lodging For League of Cities And Towns Annual Conference Awards Dinner - Mayor Rankin	127.50	
Lodging For The League of Cities And Towns Annual Conference - Councilmember Anderson	382.50	
Lodging For The League of Cities And Towns Annual Conference - Councilmember Woolridge	382.50	
Training	100.00	
Training Books	300.00	
Training Books	150.00	
		1,871.45
Cell Phones	182.44	
Code of Ordinances 2015/2016 Internet Supplement	495.00	
Lodging For ACMA Annual Conference - Garcia	215.19	
Lodging For League of Cities And Town Annual Conference - Garcia	382.50	
Lodging For ACMA Annual Conference Election Training - Hazelton	196.74	
Training	100.00	
Training Workbooks	150.00	
Cell Phones	17.95	
Public Defender Services	750.00	
Legal Services: Curis July 2015	462.50	
Professional Services	2,500.00	
Pens	12.58	
Pens	25.78	
Research August 2015	187.00	
		5,677.68
Cell Phones	108.91	
Prepaid postage For Utility Billings	8,000.00	
Data Processing of Utility Bills	887.91	
Bank Fees	5.00	
Purchase of Finance Envelopes	212.48	
Credit Voucher Bank of America Lien Release Reimbursement	(20.00)	
Software Support And Maintenance For September 2015	1,496.00	
		10,690.30
Cell Phones	18.12	

Description	Check Amount	Department Sub-Total
Classified Ads	20.93	
Classified Ads	20.12	
Classified Ads	15.08	
Background Fingerprint Clearance Reports	176.00	
Monthly Consult A Doc Services	611.25	
Administrative Fee	222.75	
Visa Gift Card	105.00	
Membership Fee	45.00	
		1,234.25
Cell Phones	90.44	
Public Hearing Notice Pz-15-47 Mgpa	88.13	
Inspections	977.50	
Epson Replacement Ink Cartridge.	60.96	
Hardware For Signs	6.33	
Envelopes	24.19	
Office Supplies	51.99	
Business Cards-Will Randolph	59.73	
2015 Apa And Apa AZ Chapter Membership-Will Randolph	236.00	
Per Diem - ARIC Conference	45.00	
Aric Education And Training Class	133.02	
		1,773.29
Police 911-9627	292.92	
Cell Phones	584.64	
Data Cards	1,151.89	
Copier Charges	482.49	
Electric	2,151.49	
104233-Electric	173.12	
Ice For PD	13.71	
Ice For PD	9.09	
Per Diem For Property Room Mgmt.. Class	26.00	
Per Diem For Property Mgmt. Conference	26.00	
		4,911.35
Language Line Service	7.81	

Description	Check Amount	Department Sub-Total
Test And Inspection of Security And Access Systems Evidence Facility	830.00	
Install Receptacle For Backup Generator In Dispatch	325.00	
Electric	4,359.27	
Service To police Evidence/Data Center 200 E 6Th Street	34.13	
Conference Registration-Quinones	125.00	
Per Diem Training: 8/20/15	11.00	
Per Diem-Training 9/8-9/10/15	36.00	
		5,728.21
Repair On Radar Units	719.29	
Badge For Uniform	62.00	
Physical Exam Iszick	200.00	
polygraph Exam For New Hire	140.00	
Lab Services - Iszick	47.19	
Per Diem For CVSA Training 9/17/15	18.00	
Conference Registration: IA: Klix	300.00	
Per Diem - Mcso Swat Basic School	378.00	
Per Diem - 9/14 & 9/28/15: Courtroom Survival	13.00	
Per Diem 611-26/15	216.00	
Per Diem For Search Warrant Writing Class	18.00	
Per Diem For CVSA Training: 9/17/15	18.00	
Per Diem For Training 9/14-9/16/15: IA	54.00	
Hotel For MCSO SWAT Basic School	857.82	
Per Diem For Training: 9/14 & 9/28/15	26.00	
Cancer Insurance	50.00	
		3,117.30
Cell Phones	585.46	
Data Cards	1,151.90	
Copier Contract For Station #1	355.48	
Annual Contract Services	6,350.00	
Annual Maintenance of Physio Heart Monitors	1,281.84	
Pest Control	25.00	
Annual Maintenance of Compressor	120.00	
Electric	133.61	
104233-Electric	173.11	
Battery, Oil, Oil Filter Shop #137	40.25	

Description	Check Amount	Department Sub-Total
Oil Filter, Oil For Shop #133	31.64	
Repair To Shop 139 Repair Leak In Ariel Hydraulics	404.00	
Repairs To Ship 138 Blown Manifold Line	212.28	
Repairs To Shop 139 Not Starting	416.12	
		11,280.69
Radio Display Repair	109.55	
FF Physical For Eggers, Pine	968.00	
Flexable Ice Packs.	41.70	
Locks To Secure Drug Boxes	31.32	
Salt For Water System	229.00	
Batteries	144.71	
Dish Washer Part For Rack	20.06	
New Screen Printing	70.00	
Uniform Allowance Calise	130.42	
Uniform Allowance Eggers	278.83	
Uniform Allowance Eggers	15.08	
Uniform Allowance Harrison	157.96	
Uniform Allowance Harrison	24.54	
Uniform Allowance Kemp	122.30	
Uniform Allowance Pine	289.15	
Uniform Allowance Robison	205.13	
Uniform Allowance Strayer	15.03	
Uniform Allowance Usher	226.97	
Helmet Headband And Liner	37.91	
BLS Refresher For 3.5 Members	525.00	
		3,642.66
Fire Line-7347	99.37	
Fire Line-9176	48.77	
Phone Lines For Station #2	102.32	
Water At Station #2 Landscaping	61.96	
Water Station #2	339.62	
Electric	3,739.04	
Fire-Natural Gas	105.72	
Uniform Allowance Bowsher	200.00	
Uniform Allowance Moser	115.62	

Description	Check Amount	Department Sub-Total
Uniform Allowance Radney	25.28	
Uniform Allowance Radney	18.00	
Uniform Allowance Radney	301.90	
Uniform Allowance Regan	200.00	
Uniform Allowance Schneider	200.00	
Uniform Allowance West	190.01	
Fire Helmets, For Partime FF	1,796.41	
BLS Refresher For 3.5 Members	525.00	
Per Deim For Arson 3 Class	305.00	
		8,374.02
Cell Phones	828.82	
Purchase Adobe *Creative Cloud - Monthly Fee - Adobe Software For It.	54.34	
Purchase Rackspace Cloud - Monthly Hosting - Current Website	56.76	
Purchase Sendgrid - Website Email Marketing Tool - Monthly	1.00	
Purchase Www.1And1.Com - Monthly Website Hosting - New Website	69.99	
Fiber Gbic Modules - Switches	321.40	
Monthly Onstream Account	134.50	
Monthly Internet	940.00	
Purchase Dollar General #7336 - Supplies Break Room	15.49	
Supplies	6.17	
Supplies	10.30	
Supplies	13.40	
Supplies	14.72	
Supplies	6.85	
Supplies	5.25	
Move And Re-Attach Wires To pole	240.33	
Purchase Paypal - Airconsole Cable - Network Config Tool	115.00	
Cables And Supplies	226.83	
Cables And Supplies	124.95	
Emergency Phones - Aegis - Analog 911	217.25	
Fiber Optic - Patch Cords	28.08	
Fiber Optic - Patch Cords	28.00	
Fiber Optic - Patch Cords	27.44	
Fiber Optic - Patch Cords	32.48	
Supplies - Displayport To Hdmi Cables	66.68	
Miscellaneous Fee Foreign Currency Fee - Envato Marketplace Fee - Website	0.39	
Purchase Paypal - Plugin For New Website.	13.00	

Description	Check Amount	Department Sub-Total
Ch11 Upgrade - Monitor For Live Switching	424.58	
		4,024.00
Drinking Water And Ice For Fitness Center	22.49	
Drinking Water And Ice For Fitness Center	13.16	
		35.65
Cell Phones	144.55	
Relocation of Toshiba Copier/Printer To Community Center	350.00	
State Contract #: ADSPO013-050376 - Parks Copier - Lease And Maintenance Annual - 9Mo Remaining	436.05	
Electric	1,050.33	
Rec Natural Gas	37.12	
Deposit Supplies For Dept.	6.51	
Deposit Supplies For Dept.	5.19	
Office Paper	563.05	
Office Supplies	219.47	
Office Supplies	44.51	
Office Supplies	40.27	
Annual License Fee	338.33	
12 Month Subscription Renewal For Account # 201203	29.00	
2 Yr. Subscription For Pinal Ways For Account # 1358	12.00	
Cpre Professional Certification Renewal - B. Hughes	95.00	
Conference Meals Per Diem/Shuttle/Parking - Bryan Hughes	316.00	
Apra Conf Hilton El Conquist	364.26	
		4,051.64
Cell Phones	72.44	
Repair of Mower	220.67	
Electric	2,463.80	
Gator And Tractor Supplies For Park Maintenance	72.79	
Park Maintenance Supplies (Open)	7.21	
Park Maintenance Supplies (Open)	384.93	
Park Maintenance Supplies (Open)	7.78	
Park Maintenance Supplies (Open)	22.10	
Park Maintenance Supplies (Open)	5.67	
Park Maintenance Supplies (Open)	8.41	

Description	Check Amount	Department Sub-Total
Park Maintenance Supplies (Open)	5.26	
Park Maintenance Supplies (Open)	39.11	
Park Maintenance Supplies (Open)	32.44	
Park Maintenance Supplies (Open)	25.26	
Park Maintenance Supplies (Open)	38.61	
Park Maintenance Supplies (Open)	9.73	
Park Maintenance Supplies (Open)	17.91	
Park Maintenance Supplies (Open)	10.53	
Park Maintenance Supplies (Open)	23.76	
Park Maintenance Supplies (Open)	20.53	
Drinking Water And Ice For Park Maintenance	81.18	
Drinking Water And Ice For Park Maintenance	26.32	
Trimmer Line	77.95	
Inmate Labor McFarland/police Station/ Town Hall 063015F-117A	45.00	
Inmate Labor McFarland/police Station/ Town Hall- 070915F-116	30.00	
Inmate Labor McFarland/police Station/ Town Hall 080615F-116A	60.00	
Inmate Labor McFarland/police Station/ Town Hall 082015F-114B	37.50	
Inmate Labor McFarland/police Station/ Town Hall 090315F-115B	63.75	
Inmate Labor McFarland/police Station/ Town Hall-070915F-118A	41.25	
Landscaping Supplies	397.67	
Grass Seed For Overseeding	1,864.73	
		6,214.29
Install Library/Community Center Cash Drawer	65.00	
Electric	11,580.66	
Library & Community Center Supplies	34.97	
Library & Community Center Supplies	14.82	
Library & Community Center Supplies	11.15	
Supplies For Library/Community Center	346.14	
Supplies For Library/Community Center	33.77	
Supplies For Library/Community Center	47.51	
Supplies For Library/Community Center	157.02	
Supplies For Library/Community Center	251.21	
Supplies For Library/Community Center	7.62	
Start Up Money For Community Center Front Desk	75.00	
		12,624.87

Description	Check Amount	Department Sub-Total
New Complex-0265	1,096.67	
Cell Phones	17.95	
174 W 1St-Aquatics	90.54	
Supplies Needed For Aquatic Center Lobby	10.84	
Supplies Needed For Aquatic Center Lobby	36.31	
Supplies For Aquatic Center	370.75	
Supplies For Aquatic Center	41.64	
Supplies For Aquatic Staff	18.43	
Drinking Water And Ice For Park Maintenance	32.91	
Drinking Water And Ice For Recreation Programs	32.91	
Drinking Water For Aquatic Center	19.75	
Drinking Water For Aquatic Center	26.32	
Supplies For Aquatic Center	14.37	
Replacement Shorts For Guards	97.40	
Chemicals For Swimming pool	73.58	
pool Chemicals	2,529.97	
pool Chemicals	505.91	
pool Chemicals	2,023.63	
Safety Wristbands For pool	27.98	
Window Speakers For Aquatic Center	1,372.01	
Trash Receptacles For Aquatic Center	4,128.86	
Subscription For Pandora	24.95	
		12,593.68
Cell Phones	153.69	
Trophy Pics For Jr NFL	358.71	
Boo Yah Bunch T-Shirts Jr NFL	168.10	
Shirts For Jr NFL	709.91	
Drinking Water And Ice For Recreation Programs	26.32	
Drinking Water And Ice For Recreation Programs	26.32	
BB&AB Arts And Craft Supplies	81.02	
BB&AB Arts And Craft Supplies	101.91	
Fall Fun Supplies	72.80	
Supplies For Basketball And Football	56.78	
Subscription For Pandora	24.95	
APRA Conf. Hilton El Conquistador	180.98	
APRA Conf. Hilton El Conquistador	364.26	
APRA Conf. Hilton El Conquistador	271.47	

Description	Check Amount	Department Sub-Total
		2,597.22
Cell Phones	53.90	
50' Screen Rental For Movies In The Park	841.28	
50' Screen Rental For Movies In The Park	400.00	
Movie Licensing/Rental For Movie in the Park	369.20	
Grand Opening Flier	50.00	
Graphic Design Special Event posters	50.00	
Movie In The Park	50.00	
		1,814.38
Cell Phones	35.90	
Electric	1,628.24	
Sr Ctr Natural Gas	51.15	
Meals For August	942.24	
Supplies For Center	110.93	
Supplies For The Month	152.94	
Supplies For Building & Grandparents Day	315.86	
Supplies For The Center	172.08	
Hasp For Lock of Water Softener Shet.	4.64	
Sound Bar And Sub For Movie Room	208.98	
Petty Cash For Senior Meal	78.52	
		3,701.48
Library-0788	107.87	
Cell Phones	53.90	
Exterminating Fee - September	25.00	
Audio Books	394.30	
Books (Fiction)	15.89	
Books (Fiction)	67.03	
Books (Fiction)	927.03	
Books (Non-Fic)	21.40	
Books (Non-Fic)	36.55	
Books (Youth)	18.60	
Books (Youth)	12.70	
Books (Youth)	10.55	

Description	Check Amount	Department Sub-Total
Books (Youth)	493.62	
Books/Cd'S/Dvd'S	473.86	
Books/Cd'S/Dvd'S	758.72	
Books/Cd'S/Dvd'S	34.47	
Books/Cd'S/Dvd'S	7.48	
Books/Cd'S/Dvd'S	254.99	
Books/Cd'S/Dvd'S	20.70	
Dvds	11.23	
Dvds	22.46	
Relocation Fees - Library	3,780.00	
Annual Dues - Jasper Halt	60.00	
12 Month Subscription Renewal	29.00	
Azla Conference Registration-Jaseper Halt	195.00	
Daily Mail Run/Town Hall	14.55	
		7,846.90
Cell Phones	54.64	
		54.64
911Locator-0238	78.71	
Fire Alarm-0236	48.82	
Tn Main Line-7500	81.90	
Trunkline-0118	681.64	
Electric	1,472.23	
Fire Alarm Silver King-0705	146.46	
Electric	7,506.31	
Community Development Gas	31.12	
Water And Ice	23.85	
Water And Ice	22.21	
Water And Ice	23.85	
Water And Ice	18.65	
8 Slime Wheelbarrow Tube For Cemetery Canopy Repair	14.44	
		10,150.19
Inmate Labor / Cemetery	67.50	
Inmate Labor / Cemetery	63.75	

Description	Check Amount	Department Sub-Total
Inmate Labor / Cemetery	37.50	
		168.75
Mcfarland-8030	48.82	
Cell Phones	54.64	
		103.46
Plus Retainage	208,798.75	
Adamsville (Turner Sub) Phase 1		
Adamsville (Turner Sub) Phase 1	-	
CIP T-13 Main St Extension To Hwy 79 Design Services	5,000.00	
CIP T-13 Main St Extension Right Turn Lane	4,665.32	
CIP T-13 Main St Extension Right Turn Lane	4,665.31	
CIP T-13 Main St Extension Right Turn Lane	262.50	
Territory Square- Construction (Library/Recreation Complex)	503,791.00	
		727,182.88
Retainage For Invoice 2	(3,734.70)	
Cell Phones	730.30	
Copier Charges- 5/30/2015-8/29/15	676.70	
Battery For St-046 (Street Broom)	114.31	
Fuse Holder For St-006 (Mower)	3.58	
Oil & Filters For St-056 (Steam Cleaner)	27.35	
Trans Fluid For St-030 (Grader)	104.09	
O Ring For Trans Filter For St-030 (Grader)	8.87	
Labor To Install 4 Tires On St-030 (Grader)	227.71	
Spare Keys For St-006 (Mower)	17.58	
Street Signs- 'Main St' 'Pinal Pkwy Ave' 'No Parking'	314.07	
Electric	4,786.30	
00353-Electric	233.75	
10522-Electric	110.00	
20509-Electric	46.20	
21243-Electric	61.60	
Water & Ice / P W	27.07	
Water & Ice For Public Works	23.03	
Water & Ice For Public Works	31.68	

Description	Check Amount	Department Sub-Total
Water & Ice For Public Works	33.40	
Water & Ice For Public Works	48.38	
Water & Ice For Public Works	20.03	
Water & Ice For Public Works	17.85	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	57.94	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	56.56	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	57.94	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	66.72	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	43.65	
Uniform Allowance For Boots	163.04	
Inmate Labor / Row	26.25	
Inmate Labor / Row	33.75	
Inmate Labor / Row	30.00	
Two Stihl Bg55 Hand Held Blowers For Crack Sealing And Pavement Patching	278.89	
Decocoat polymer System polyurethane 250 And Aluminum Oxide For Main Street	11,692.64	
AC Cold Mix Restock	2,414.55	
Per Diem For Lunch (Solid Waste Workshop)	11.00	
Per Diem For Lunch (Solid Waste Training)	11.00	
CIP T-28 Install Traffic Signal At Fire Station 2	37,346.97	
		56,220.05
Blanket PO For Admin Vehicle Washings	120.00	
Battery For Ad-003 (Comm Dev)	69.46	
Painting Pd Detective Vehicle	825.00	
Antena For Pd G-920Gl (Pd Admin)	15.10	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.11	
Blue Def For Fleet	5.43	
Starting Fluid For All Fleet	2.61	
Tire Lube For All Fleet	5.18	
W-D 40 For All Fleet	3.98	
24 Gallons of Distilled Water For Shop	4.39	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.11	
Painting Two Pd Patrol Vehicles	800.00	
Painting Two Pd Patrol Vehicles	800.00	
Air & Oil Filter For Pd G-311Hb	22.24	
Air & Oil Filter For Pd G-870Ge (Patrol)	21.60	

Description	Check Amount	Department Sub-Total
Antifreeze For Pd G-419Ff (Patrol)	41.28	
Blue Def For Fleet	5.43	
Brake Pads & Rotors For Pd G-097Fr (Patrol)	278.26	
Credit (Org po#41370)	(141.21)	
Floor Mats And Brake Pads And Rotors For Patrol G-870Ge	309.11	
Floor Mats And Brake Pads And Rotors For Patrol G-870Ge	27.16	
Frt Shock For Pd G-097Fr (Patrol)	115.75	
Frt Shock For Pd G-097Fr (Patrol)	115.75	
Hub Assy & Sway Bar Link Pd G-097Fr (Patrol)	179.93	
Idler Pulley For Pd G-419Ff (Patrol)	34.66	
Oil Filter For Pd G-317Hc (Patrol)	5.12	
Remote Keyless Entry For Pd G-414Ff (Patrol)	48.32	
Retainer Clips For Pd G-029Et (Patrol)	5.75	
Seat Cover & Frt For Pd G414Ff Patrol	140.44	
Starting Fluid For All Fleet	2.61	
Super Glue For Pd G-922Gl (Patrol)	2.60	
Tire Lube For All Fleet	5.18	
W-D 40 For All Fleet	3.98	
Window Regulator For Pd G-859Fj (Patrol)	106.57	
Heator Hose For Pd G-419Ff (Patrol)	69.09	
Lower Control Arm Pd G-029Et (Patrol)	146.88	
4-Wheel Alignment For G-029Et (Patrol)	58.95	
Decal For Pd Vehicle (Patrol)	604.87	
Decal For Pd Vehicle (Patrol)	604.87	
24 Gallons of Distilled Water For Shop	4.39	
Battery & Core For Pd G-921Gl (Patrol)	272.84	
Battery For Pd G-009Fm (Patrol)	112.29	
Core Deposit (Org po#41370)	(16.31)	
Credit Org po#41193	(29.35)	
Credit Org po#41486	(32.61)	
Oil For Pd G-311Hb (Patrol)	34.50	
Oil For Pd G-317Hc (Patrol)	34.50	
Oil For Pd G-870Ge (Patrol)	34.50	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.11	
Transmisson Repair For St-007	113.63	
A/C Hose For St-055	104.11	
A/C Valve For St-055	5.21	
Air & Oil Filters For St-014	10.04	

Description	Check Amount	Department Sub-Total
Battery For St-040 (Chipper)	56.61	
Blue Def For Fleet	5.43	
Brakes Pads For St-010	78.25	
Light For St-026 (Sweeper)	32.70	
Oil & Air Filters For St-010	87.99	
Radiator For St-027	198.82	
Signal Lamp For St-026	1.51	
Starting Fluid For All Fleet	2.61	
Tire Lube For All Fleet	5.18	
W-D 40 For All Fleet	3.98	
Fuel Rail Repairs For St-010	1,300.88	
1 Brs Coupling For St-055"	8.50	
Credit Incorrect Part & Rec'S Correct Part	(0.10)	
Water Hose For St-026 (Sweeoer)	9.80	
Door Handle For St-019	160.53	
24 Gallons of Distilled Water For Shop	4.39	
Battery For St-015	50.58	
Oil For St-010	52.14	
Oil For St-014	15.61	
Air & Oil Filters For Pr-005 (Admin)	16.87	
Oil For Pr-005 (Admin)	34.50	
Battery For Pr-001 (Parks Maint)	128.59	
Core Deposit Inv#660243	(16.31)	
Air & Oil Filters For St-014	3.35	
Oil For St-014	5.21	
4 Tires For Fm-004	507.15	
Window Tint On St-029	131.64	
Air & Oil Fliters For St-014	0.84	
Oil For St-014	1.30	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.11	
Air & Oil Filters For St-014	1.67	
Blue Def For Fleet	5.43	
Core Deposit For Ww-006 Inv 661029	(42.39)	
Starting Fluid For All Fleet	2.61	
Steering & Vacuum Pump Ww-006	257.83	
Tire Lube For All Fleet	5.18	
W-D 40 For All Fleet	3.98	
24 Gallons of Distilled Water For Shop	4.39	

Description	Check Amount	Department Sub-Total
Oil For St-014	2.60	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.11	
Air & Oil Filters For St-014	0.84	
Blue Def For Fleet	5.43	
Core Deposit For Ww-006 Inv 661029	(21.20)	
Starting Fluid For All Fleet	2.61	
Steering & Vacuum Pump Ww-006	128.91	
Tire Lube For All Fleet	5.18	
W-D 40 For All Fleet	3.98	
24 Gallons of Distilled Water For Shop	4.39	
Oil For St-014	1.30	
Restock Nuts & Bolts For Fleet	53.21	
Trim Panel Retainers For Fleet	22.12	
Blue Def For Fleet	5.44	
Core Deposit For Ww-006 Inv 661029	(21.20)	
Starting Fluid For All Fleet	2.60	
Steering & Vacuum Pump Ww-006	128.91	
Tire Lube For All Fleet	5.17	
W-D 40 For All Fleet	3.97	
24 Gallons of Distilled Water For Shop	4.37	
Dot Physical For Cdl Medical Renewal / David Elliott	50.00	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	6.23	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	9.80	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	6.23	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	6.23	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	6.23	
Socket For Shop (Small Tool)	3.22	
		10,044.50
Installation And Programing of Delta Thermostat At Town Hall	1,159.00	
Hvac Work For All Town Departments (Blanket po)	319.57	
Exterminating Fees - Parks & Recreation / September	25.00	
Exterminating Fees - Town Hall	35.00	
Exterminating Fees - Anthem Fire Dept. / August	45.00	
Exterminating Fees - Comm. Dev. / September	35.00	
Exterminating Fees - I.T. / September	25.00	
Exterminating Fees - P.W. / September	45.00	

Description	Check Amount	Department Sub-Total
Exterminating Fees - Silver King / September	25.00	
Exterminating Fees - W/WW	45.00	
Exterminating Fees-Senior Center/ August	35.00	
Battery & Core For N.Florence Tower Generator	143.66	
Core Credit (For Ninv 662248)	(29.35)	
Annual Pm Service For police Dept. Generator	903.37	
Annual Pm Service For Town Hall Generator	879.73	
Blanket PO To Purchase Operating Supplies For Minor Non-Emergency Repairs	42.93	
Blanket PO To Purchase Operating Supplies For Minor Non-Emergency Repairs	5.85	
Blanket PO To Purchase Operating Supplies For Minor Non-Emergency Repairs	7.36	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	0.81	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	0.81	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	0.81	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	0.81	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	0.81	
Uniform Allowance For Jeans	97.82	
Uniform Allowance For Boots	173.91	
Uniform Allowance For Jeans	300.00	
Dremel Tool For Repairs To Silver King	167.37	
Blanket PO - Mats For Water/Wastewater Staff (For 6 Months)	9.17	
Blanket PO - Mats For Water/Wastewater Staff (For 6 Months)	9.17	
Blanket PO - Mats For Water/Wastewater Staff (For 6 Months)	9.17	
Blanket PO - Mats For Water/Wastewater Staff (For 6 Months)	9.17	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	35.53	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	35.53	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	35.53	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	35.53	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	35.53	
Emergency Purchase-Cleaning of Sewer Lines At Jacques Square - No Requisition Or Invoice Provided In Fy 14/15	180.00	
Plumbing Work For All Town Departments (Blanket po)	90.00	
Plumbing Work For All Town Departments (Blanket po)	120.00	
Plumbing Work For All Town Departments (Blanket po)	135.00	
Fire Station #1 Removal of Water Damaged Materials.	1,240.66	
16 In Adjusatable Storage	22.66	
Emergency Purchase of Weather Stripping Material For Silver King	97.18	
Painting Supplies/ Town Hall	32.54	
Refund For 16 In Adjustabel Organizers	(22.66)	
Sheetrock For Town Hall	25.52	
Electrical Work For All Town Departments (Blanket po)	125.00	

Description	Check Amount	Department Sub-Total
Emergency Lights Charger	18.37	
Emergency Purchase-Batteries For Emergency Exit Lighting/ Town Hall And Multiple Buildings	136.77	
Repairs / Fire Station #2 Showers	45.59	
		6,951.23
Refund Water Deposit	96.32	
Refund Water Deposit	106.34	
Refund Water Deposit	73.48	
Refund Water Deposit	19.75	
Refund Water Deposit	103.16	
Refund Water Deposit	96.12	
Refund Water Deposit	127.94	
Refund Water Deposit	97.07	
Refund Water Deposit	150.00	
CIP Wu-23 Well #2	40,765.50	
Release of Partial Retainage	1,604.20	
Release of All Retainage Held To Date	35,871.70	
Retainage For Invoice 4 Wk Completed (Chag Order)	(1,692.00)	
Overpayment	42.95	
Overpayment	49.21	
Overpayment	0.80	
Overpayment	3.58	
Overpayment	9.97	
Overpayment	65.07	
Overpayment	30.00	
Overpayment	59.83	
Overpayment	24.87	
Plant Road-0246	50.15	
Www Alarms-8356	50.15	
Cell Phones	266.55	
Water Tower Repainting	139,048.00	
Emergency Repair @ Rodeo Well	210.69	
Well Pump Motor Repair For Well #5 Nte $16,000	685.71	
Electric	15,723.34	
21242-Electric	1,118.76	
21245-Electric	1,877.21	
Courier Fees For August 2015 Water	252.00	
Analytical Testing For Water Aug2015	648.00	

Description	Check Amount	Department Sub-Total
Emerg Purchase 1 Qt-50 Pre Mix (4)	21.70	
Emergency Purchase 5-Gal Pail Swwtp	4.20	
Emergency Purchase For 32Oz Pre-Mix	41.65	
Emergency Purchase Supplies	16.85	
Water & Ice / Water	5.80	
Water & Ice For Public Works	10.37	
Water & Ice For Public Works	6.44	
Water & Ice For Public Works	3.83	
Water & Ice For Water	4.94	
Water & Ice For Water	6.79	
Water & Ice For Water	7.16	
Uniform Shirts For Utility Superintendent	150.00	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	7.02	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	7.02	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	7.02	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	7.02	
Sodium Hypochlorite For Well #3B	837.78	
Emergency Purchase Supplies	16.83	
Gas Meter For Safety Resolution Well #4	2,884.84	
Purchase Farnsworth Wholesale Co: Emergency Purchase 6X4 Saddle Tee Heavy Wall	46.62	
Purchase Farnsworth Wholesale Co: Emergency Purchase- 8X4 Saddle Wye Sdr26 And 8X4 Saddle Tee Sdr26	53.48	
Purchase Farnsworth Wholesale Co: Utility Line Maint: Emergency Purchase. 8 - 3/4 Jones Ball Curb Valve Cts Pack	443.31	
Purchase Farnsworth Wholesale Co: Utility Line Maint: Mopo #3 Shut Down & Tie In. 8 Hymax Coupling 8 Gasketed Pvc Water Pipe	782.39	
Emergency Purchase Supplies	6.45	
Emergency Purchase Supplies	3.68	
Emergency Purchase Supplies	70.34	
Emergency Purchase Supplies	178.17	
Emergency Purchase Supplies	33.39	
2014 Annual Membership Dues-Replenishment Tax Cagrd	19,921.44	
Ann. Permit Fee Inv.# 2015279A Well #1 Emrg. Generator	2,290.00	
Annual Permit Fee Inv.# 2015278A Well #1 Emrg. Generator	2,290.00	
CIP U-69 Well #4 To #5 Water Trans. Line-Construction Phase	690.00	
CIP U-69 Well #4 To #5 Water Trans. Line-Construction Phase	5,682.60	
CIP U-69 Well #4 To #5 Water Trans. Line-Construction Phase	7,472.40	
CIP Wu-26 North Reservoir & Booster Pump Station	73,519.65	
CIP Wu-69 Well #4 To Well #5 Transmission Line	33,840.00	
		389,007.60

Description	Check Amount	Department Sub-Total
Release of Partial Retainage	60,421.11	
Nwwater Plant-2394	53.31	
Cell Phones	266.56	
Replacement Bull Gear On Pista Grit System.(Part Only)	3,421.28	
Landfill Fees	8,500.08	
Emergency Purchase Supplies	18.45	
Clean post Eq Basin @ Fwwtp	2,135.00	
Clean post Eq Basin @ Swwtp	2,340.00	
Courier Fees Foraugust 2015 Swwtp	1,066.00	
Analytical Testing For Swwtp Aug 2015	2,086.40	
Emergency Purchase Supplies	16.83	
Water & Ice / SWWTP	2.90	
Water & Ice For Public Works	5.18	
Water & Ice For Public Works	3.22	
Water & Ice For Public Works	1.91	
Water & Ice For SWWTP	2.47	
Water & Ice For SWWTP	3.39	
Water & Ice For SWWTP	3.58	
Lab Supplies: Replacement 16 oz Sampling Cups	37.83	
Uniform Shirts For Utility Superintendent	74.99	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	26.38	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	6.74	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	27.47	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	15.28	
16 Drums of Sodium Bisulfate For Both Plants	3,054.40	
Wql Water Quality Acct #B2022296	6,000.00	
Wql Water Quality Acct #B20252447	6,000.00	
Www Alarms-8356	50.15	
Sludge Hauling From N To S Plant 8 Loads	2,300.00	
Electric	27,486.14	
21241-Electric	2,819.92	
Courier Fees August 2015 Nwwtp	1,066.00	
Analytical Testing For Nwwtp Aug 2015	890.00	
Water & Ice / NWWTP	2.90	
Water & Ice For NWWTP	2.47	
Water & Ice For NWWTP	3.58	
Water & Ice For Public Works	3.39	
Water & Ice For Public Works	5.18	
Water & Ice For Public Works	3.22	

Description	Check Amount	Department Sub-Total
Water & Ice For Public Works	1.91	
Lab Supplies: Replacement 16 oz Sampling Cups	37.82	
Uniform Shirts For Utility Superintendent	74.99	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	26.38	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	6.74	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	27.46	
Blanket PO - Uniforms For Water/Wastewater Staff (For 6 Months)	15.27	
CIP Su79 Office/Lab Space Renovation - Swwtp	37,698.37	
		168,112.65
Refund G/B Deposit		
Refund G/B Deposit	24.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
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Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Refund G/B Deposit	-	
Refund G/B Deposit	51.00	
Refund G/B Deposit	51.00	
Overpayment	68.00	
Reimbursement For CDL License Renewal	15.00	
Rad Billing Institutional	6,718.00	
Rad Contact Residential	33,941.43	
Rad Saniation Contract Residential	152.94	
Landfill Disposal Fees / August 2015 Tof 15.08	2,985.21	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	3.03	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	3.03	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	3.03	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	3.03	
Blanket PO - Uniforms For Pw Staff (For 6 Months)	3.03	

Description	Check Amount	Department Sub-Total
		44,633.73
Electric	626.42	
325 E Ruggles	14.82	
Gas-140 S Pinal Pkwy	43.38	
Owner-Occupied Housing Rehabilitation Services	3,375.00	
Owner-Occupied Housing Rehabilitation Services	1,687.50	
Rental Application Fee	150.00	
Rental of Home For Temporary Relocation of Housing Rehabilitation Clients	712.98	
Rental of Home For Temporary Relocation of Housing Rehabilitation Clients	712.98	
Rental Payments And Deposit For Temporary Relocation of Housing Rehab Client	500.00	
Rental Payments And Deposit For Temporary Relocation of Housing Rehab Client	500.00	
Storage of Items For Housing Rehabilitation Client	117.88	
Rental Application Processing Fee	35.00	
Storage pod Rental For Housing Rehabilitation Client	287.77	
Housing Rehabilitation Contract	14,400.00	
Hotel AZ Dept of Housing Conf.	144.83	
LSTA Funded Speaker 15/16	500.00	
		23,808.56
SLID #1-Merrill Ranch	1,555.05	
SLID #2 Merrill Ranch	1,836.72	
SLID #3 Merrill Ranch	599.16	
		3,990.93
AZTEC Rentals	1,875.00	
		1,875.00
TOTAL WARRANTS		1,680,879.24

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, SEPTEMBER 21, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:03 pm.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall.

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Bruce Fenstermaker, 365 N. Princeton Court, Florence, Arizona, introduced himself as a Commissioner on the Planning and Zoning Commission. He requested that items h. and I. of the Consent Agenda be tabled and reconsidered so that he can produce more information for the Town Council. He requested an executive session, should the Town attorney approve it. He said it is downright disrespectful to tell him as a Commissioner what he is (inaudible) that the information that he is requesting is "too much" and "let's move on". He said when staff does that to him he cannot make an informed decision. He said he has all the documents with him at this meeting. He hopes the Council considers tabling items h. and I. that refers to Anthem and halt construction.

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

On motion of Councilmember Woolridge, seconded by Councilmember Guilin, and carried to adjourn to Merrill Ranch Community Facilities District No. 1 Board.

Discussion and possible approval authorizing the District Manager to execute an Officer's Certificate, relating to Merrill Ranch Community Facilities District No. 1 and the Indenture of Trust and Security Agreement dated July 1, 2012, to which it is a party, necessary for omitting the requirement of the Indenture Trustee to transfer certain monies to the Prepayment Account.

Mr. Michael Cafiso, Attorney with Greenburg Traurig, stated that in 2012 a bond transaction occurred for Assessment Area Five, and pursuant to the terms of the Indenture of Trust and Security Agreement, any proceeds remaining after three years were to be applied to the retired bonds. He stated that the work had been completed by Pulte Homes and the acquisition of infrastructure should have occurred with funds being distributed. The Trustee, Wells Fargo Bank, N. A., has requested the attached Officer's Certificate to accomplish the change in distribution of funds. The Officer's Certificate authorizes the Trustee to disburse certain monies as otherwise required by the Indenture instead of transferring the monies to the Prepayment Account to retired bonds.

Chairman Rankin inquired as the amount of funds that are left from the bond and was the omission on the part of the District and Pulte.

Mr. Cafiso stated that the amount is approximately $250,000. He explained that it was Pulte's responsibility to collect their money; however, the District also receives reports on the bond accounts and no one inquired why there were still funds sitting on a three year old account. He stated that there are approximately 15 assessment areas in the District. Each bond for each area requires a plethora of paperwork. Pulte must convey each area to the District, and to have only one bond get overlooked is actually a complement to how well the process is working.

Chairman Rankin inquired if a process has been put in place to track all bonds to ensure that his type of oversite does not occur again.

Ms. Garcia, District Clerk, stated that staff is working with Pulte to develop a process that will better track all bonds.

On motion of Boardmember Guilin, seconded by Vice-Chairman Walter, and carried to approve and authorize the District Manager to execute an Officer's Certificate, relating to Merrill Ranch Community Facilities District No. 1 and the Indenture of Trust and Security Agreement dated July 1, 2012, to which it is a party, necessary for omitting the requirement of the Indenture Trustee to transfer certain monies to the Prepayment Account.

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

On motion of Boardmember Woolridge, seconded by Vice-Chairman Walter, and carried to adjourn from Merrill Ranch Community Facilities District No. 1 Board.

PUBLIC HEARING AND PRESENTATIONS

Ms. Garcia read Resolution No. 1562-15 by title only.

Public Hearing on a Minor General Plan Amendment to amend the Town of Florence's 2020 General Plan Future Land Use Map to change the land use designation from Open Space to Employment/Light Industrial on approximately a nine acre site that is located along the subject site's Diversion Dam Road frontage, which is generally bounded by Diversion Dam Road to the south, the Bonnybrooke Road alignment to the north, Padilla Road to the west and the Quail Run Road alignment to the east. Resolution No. 1562-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE BONNYBROOKE SOLAR PROJECT MINOR GENERAL PLAN AMENDMENT FOR CASE PZ-15-47-MGPA.

Mr. Mark Eckhoff, Community Development Director, stated that the amendment would change the land use designation on nine acres located along the subject site's Diversion Dam Road frontage from Open Space to Employment/Light Industrial in order to support a companion PUD zoning request for a proposed photovoltaic solar facility. He stated that staff has only received supportive comments and letters in favor of the change. The Planning and Zoning Commission has sent a favorable recommendation to Council.

Mayor Rankin opened the public hearing. There being no comments, Mayor Rankin closed the public hearing.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to adopt Resolution No. 1562-15.

Presentation by Chris Knutsen, Assistant Superintendent, Florence Unified School District, regarding the Proposed Partial Consolidation and Plan for Coolidge/Florence School Districts.

Mr. Chris Knutsen, Assistant Superintendent, Florence Unified School District, stated that on the November 3, 2015 ballot will be a unique opportunity for the voters to consolidate portions of the Coolidge Unified School District (CUSD) located in the San Tan Valley into the Florence Unified School District (FUSD). Mr. Knutsen introduced Ms. Charie Wallace, Superintendent, CUSD to better explain the reasoning behind the request for consolidation.

Ms. Charie Wallace stated that the CUSD believes it would be a better use of public monies by detaching from their portion of the San Tan Valley schools and have FUSD absorb them due to declining enrollment and engagement of common culture. She stated as fiscal agents of the taxpayer's money, it is CUSD's responsibility to publicly report budget data and identify inefficiencies and based on the population of Coolidge, CUSD should only have one high school of 1000 students instead of two, one middle school of 800 students instead of two and two elementary schools of 800 students each instead of three. However, this model is not practical because of the 25 miles and the 45 minute drive between the Coolidge and San Tan Valley. She stated that due to economic restraint, CUSD has gone to a four-day school week which has had a negative effect on enrollment numbers which are down in the San Tan Valley schools.

Mr. Knusten stated that the FUSD has experienced significant increases in its enrollment numbers which is up to 8500 students. He stated that if the consolidation is approved by the voters, FUSD will inherit a $16,000,000 debt that is owed for the construction of the schools in the San Tan area. If the consolidation is not approved, FUSD is conceptually approved to build a third high school to alleviate the overcapacity situation at Poston Butte High School which would most likely cost more than the debt CUSD would be transferring to FUSD. He stated with current growth in the Anthem area and the residential project south of Florence, the current schools in FUSD would experience at capacity or even overcapacity enrollment and the addition of the San Tan schools would alleviate the immediate need for a new high school and possible overcrowding at the current schools.

Ms. Wallace stated that if the consolidation is passed, the taxpayers in the Coolidge and San Tan areas transferring into FUSD would experience a reduction in their tax rate and the Florence taxpayers would experience an increase in their tax rate but the increase would be significantly less then what an increase would be for a newly built high school.

Councilmember Wall inquired as to how the enrollment numbers would be increased in the San Tan Valley schools and how transportation costs will be impacted.

Mr. Knusten stated that boundary lines would have be adjusted to alleviate the overcapacity enrollment at Poston Butte and with the consolidation, CUSD would be providing FUSD with 10 buses which will assist with student transportation.

Mayor Rankin inquired as to how far the FUSD District Office is from the San Tan Valley schools and what the assessed value will be of the FUSD if consolidated.

Mr. Knusten stated that the distance between the FUSD office and the San Tan Valley schools is 27 miles and currently they do not have the new assessed value rate and would provide that information to Council at a later date.

Mayor Rankin inquired how many out of boundary students FUSD has and what were the reasons for the decline in enrollment in the San Tan Valley schools.

Mr. Knusten stated that the FUSD has 200 out of boundary students this year.

Ms. Wallace stated that they believe there are three issues that caused the decline in enrollment:

- Changing to a 4-day school week
- Vass amount of competition for student enrollment from nearby public and private institutions
- The closure of Mount Vista middle school

Mayor Rankin stated that it was his understanding that all three areas; Florence Unified School District Boundaries, Coolidge Unified School District Boundaries and Coolidge San Tan Valley Transfer Area would need to approved the consolidation and inquired as to how much voting power the 36 square mile area of San Tan Valley had in the CUSD bond override election recently held.

Ms. Wallace stated that the area does not have the rooftops to control an election but they do have a strong voter response that allowed the voters in the San Tan area to control the last vote that denied the override even though the other districts did vote to approve it.

Mayor Rankin inquired as to what FUSD would have to do if the consolidation failed and the bond election failed for a new high school.

Mr. Knusten stated that the FUSD would have to bus kids into Florence High School, most likely busing from Copper Basin to Florence High School and maybe even from Walker Butte.

Mayor Rankin inquired if FUSD has to bus kids, would it look at reducing the number out-of-boundary kids it allows into the district each year.

Mr. Knusten stated that due to budget cuts over the last 8 years, the District needs the positive financial impact out-of-boundary students bring and because the K-8 schools are not at capacity, there is still space for the students. He stated that if the consolidation does not go through and the funding for a new high school is not approved in 2017, the District will be forced to look at all options to operate within the financial constraints it has been dealt and that could include closing school boundaries.

Mayor Rankin thanked Mr. Knusten and Ms. Wallace for attending the meeting and providing information to assist the voters of Florence with the upcoming election.

Presentation by the Greater Florence Chamber of Commerce recognizing LB Cantina as the Business of the Month.

Mr. Jim Gilloon, Office Manager, Greater Florence Chamber of Commerce, stated that the Business of the Month, LB Cantina continues to support the community most

recently during the fire at the Desert Palm Apartments. He stated that the fire displaced three families totally 15 people. For three days following the fire, LB Cantina fed the families while they were finding safe housing and getting situated. He stated this selfless act and for their constant support of the community, the Greater Florence Chamber of Commerce acknowledges LB Cantina as the Business of the Month.

Mr. Meehan, Owner of the LB Cantina, thanked Council, the Chamber of Commerce and the citizens of Florence for supporting the Cantina and allowing them to be a part of the community.

Mayor Rankin thanked LB Cantina staff for their positive contributions to the Town and their great food and service.

Acceptance of a 2015 Award of Merit from Arizona Forward for the Silver King Marketplace and Padilla Park Project.

Mr. Mark Eckhoff, Community Development Director, stated that staff and Ms. Bonnie Bariola attended the 35th Annual Environment Excellence Award Gala on September 12, 2015 where the Town of Florence and the Florence Preservation Foundation received on behalf of the Town, the Award of Merit for the Silver King Restoration and Padilla Park Development Project. He stated that the two projects were submitted as one comprehensive project and was one of 125 submittals with 48 winners.

Ms. Bonnie Bariola, Florence Preservation Foundation, stated that she was honored to represent the Florence Preservation Foundation and the Town of Florence at the Gala. She stated it took great effort on behalf of both groups to pull together the information needed to submit for the award including Environmental Planning Group, LLC, who consulted on the Padilla Park project. She stated that there were over 600 attendees at the award's ceremony where the project was showcased and covered in various media outlets.

Mayor Rankin thanked Ms. Bariola and Mr. Eckhoff for their work on the project and for representing the Town at the award ceremony. He stated that the restoration of the Silver King Hotel and the development of Padilla Park are an asset to the Town.

Presentation of Mayor's proclamation of appreciation.

Mayor Rankin presented to Ms. Bariola a proclamation of appreciation for her leadership in historic preservation within Florence for more than 25 years. He stated that Ms. Bariola was instrumental in applying for and receiving the first Arizona Heritage Fund Grant for the Chapel of the Gila Restoration project in 1990 and devoted more than 20 years to the restoration of the Silver King Hotel ensuring political and financial resources were available to complete the project. He stated that Ms. Bariola is a founding member of the Florence Preservation Foundation and represents the Town of Florence in historic preservation matters on a statewide level that includes membership

on the Arizona Preservation Foundation Board of Directors and the Arizona Heritage Alliance Board of Directors.

Mayor Rankin stated that Ms. Bariola has voluntarily submitted complex grant applications that resulted in more than $1,000,000 in grants to restore historic buildings within Florence and on behalf of Town Council he wished to express their appreciation for the many dedicated years of service to the Town of Florence.

Mayor Rankin proclaimed September 25, 2015 as Bonnie Bariola Day and presented Ms. Barioia with the proclamation.

Ms. Bariola stated that she appreciated the unexpected award and acknowledgement.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

a. Authorization to enter into a Memorandum of Understanding with Corrections Corporation of America, Central Arizona Detention Center and Florence Correctional Center to provide guidance to both the Florence Fire and Police Departments in the event of an incident that requires an emergency response.

b. Authorization to enter into an Intergovernmental Agreement to participate in Pinal County Narcotics Task Force's ACJC Grant # DC-16-010 for the reimbursement of overtime and related expenses.

c. Approval of the resignation of Shawn Gibson from Parks and Recreation Advisory Board.

d. Approval of the resignation of Judy Hughes from the Industrial Development Authority.

e. Recommendation of approval of the Coolidge-Florence Elks Lodge #2350 Special Event Liquor License Application for the Hell's Angels Demolition Derby, on Sunday, October 4, 2015, from 9:00 am to 6:00 pm, at the Charles Whitlow Rodeo Grounds.

f. Recommendation of approval of the Coolidge-Florence Elks Lodge #2350 Special Event Liquor License Application for a community event for the Anthem at Merrill Ranch community, on Friday, October 16, 2015, from 4:00 pm to 9:00 pm, at Anthem at Merrill Ranch Union Center.

g. Recommendation of approval of the 100 Club of Arizona's Special Event Liquor License Application for the Anthem Celebrates the Arts event, on

Saturday, November 14, 2015, from 12:00 pm to 5:00 pm, at 3313 N. Anthem Way, Florence, Arizona.

h. Resolution No. 1563-15:

Ms. Garcia read Resolution No. 1563-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

i. Resolution No. 1564-15:

Ms. Garcia read Resolution No. 1564-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 50; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

j. Approval of the August 3, August 10, August 17, and August 24, 2015 Council minutes.

k. Receive and file the following board and commission minutes:
- **i. July 9 and August 13, 2015 Arts and Culture Commission minutes.**
- **ii. June 25, 2015 Parks and Recreation Advisory Board minutes**
- **iii. August 6, 2015 Planning and Zoning Commission minutes.**

On motion of Councilmember Woolridge, seconded by Vice-Mayor Walter, and carried to approve the Consent Agenda, as written, with the exception of item 7h. and 7i.

h. Resolution No. 1563-15: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY

CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Councilmember Anderson inquired if the one-year completion timeline starts from the date of this action or from the date of when the original plat was approved.

Mr. Eckhoff stated that when a preliminary plat is submitted to the Planning and Zoning Commission for approval, the developer has one year to submit their civil engineering plans and their final plat application. Once all paperwork is submitted the civil engineering plans are approved, grading permit is issued and the final plat goes before Council for approval. He stated that a traditional subdivision insurance format is the use of Bonds or a Letter of Credit that are usually tied to a one-year completion stipulation. He stated that Pulte is utilizing a Certificate of Occupancy (C of O) hold which stipulates that the subdivision infrastructure will not receive its C of O until all subdivision improvements have been completed. He stated once the improvements are competed, the Town Engineer reviews the work and certifies the work has been completed per the warranty process.

Mr. Eckhoff stated that the process can be lengthy when developing a subdivision as it can take six months to a year for the preliminary plat process, another six months to a year for the final plat process and then the completion of the improvements. He stated that the work can begin during these phases with permits before final plat comes before Council which allows the developer to stay ahead of the process and meet their one-year deadline. He stated that normally a project is completed within a year of the final plat approval. What is unique with this request is that Unit 53 had been approved by Council prior but Pulte is requesting modifications to the plat to adjust to the uncertain housing market. He stated since Unit 53 Plat has not been recorded with Pinal County, the modification to the plat will replace the plat that was approved prior. He stated that Pulte will have the subdivision completed within a year from this approval.

Councilmember Hawkins inquired if the modification to the plat was reducing the number of homes and increasing lot sizes.

Mr. Eckhoff confirmed that Councilmember Hawkins was correct.

Councilmember Anderson requested that any type of plat requests going forward are not placed on the Consent Agenda.

Mayor Rankin instructed staff to place plat requests as a separate item on the agenda and not to include them in future Consent Agendas.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to adopt Resolution No. 1563-15.

i. **Resolution No. 1564-15: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 50; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.**

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to adopt Resolution No. 1564-15.

UNFINISHED/NEW BUSINESS

Ordinance No. 635-15:

Ms. Garcia read Ordinance No. 635-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF FLORENCE PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF FLORENCE, ARIZONA, (BONNYBROOKE SOLAR PROJECT ANNEXATION NO. 2015-02). (First reading September 8, 2015)

Mr. Eckhoff stated that the next three items on the agenda are in regards to the Bonneybrooke Solar Project. He stated that the first item is the final step in the annexation process required by State Statute. The second item amends the Town of Florence Zoning Map by changing the zoning classifications of certain parcels of land from Pinal County General Rural Zone to Town of Florence Single-Residential Ranchette Zoning District. He stated that the third item; approving the Bonneybrooke Solar Project Planned Unit Development (PUD), will immediately replace the second item allowing for the solar project after a 30-day waiting period.

On motion of Councilmember Anderson, seconded by Councilmember Woolridge, to adopt Ordinance No. 635-15.

Roll Call Vote:
Councilmember Anderson: Yes
Councilmember Woolridge: Yes
Councilmember Hawkins: Yes
Councilmember Wall: Yes
Councilmember Guilin: Yes

Vice-Mayor Walter: Yes
Mayor Rankin: Yes

Motion Passed: Yes: 7; No: 0

Ordinance No. 636-15:

Ms. Garcia read Ordinance No. 636-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE ZONING MAP BY CHANGING THE ZONING CLASSIFICATIONS OF CERTAIN PARCELS OF LAND FROM PINAL COUNTY GENERAL RURAL ZONE TO TOWN OF FLORENCE SINGLE–RESIDENTIAL RANCHETTE ZONING DISTRICT.

On motion of Vice-Mayor Walter, seconded by Councilmember Guilin, to adopt Ordinance No. 636-15.

Roll Call Vote:
Vice-Mayor Walter: Yes
Councilmember Guilin: Yes
Councilmember Anderson: Yes
Councilmember Hawkins: Yes
Councilmember Wall: Yes
Councilmember Woolridge: Yes
Mayor Rankin: Yes

Motion Passed: Yes: 7; No: 0

Ordinance No. 637-15:

Ms. Garcia read Ordinance No. 637-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE BONNYBROOKE SOLAR PROJECT PLANNED UNIT DEVELOPMENT (CASE PZ 15-48-PUD). (First reading September 8, 2015)

On motion of Councilmember Woolridge, seconded by Councilmember Wall, to adopt Ordinance No. 637-15.

Roll Call Vote:
Councilmember Woolridge: Yes
Councilmember Wall: Yes
Councilmember Hawkins: Yes
Councilmember Anderson: Yes

Councilmember Guilin: Yes
Vice-Mayor Walter: Yes
Mayor Rankin: Yes

Motion Passed: Yes: 7; No: 0

Ordinance No. 639-15:

Ms. Garcia read Ordinance No. 639-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN CODE BY STRIKING SECTION 10.15 AND 30.45 TO 30.51 AND CREATING NEW SECTION 10.15 AND 30.45 to 30.53 ENTITLED ORDINANCES AND RESOLUTIONS. (First reading September 8, 2015)

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Ordinance No. 639-15.

Resolution No. 1561-15:

Ms. Garcia read Resolution No. 1561-15 by title only.

Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE OCTOBER 21, 2015. (Item reviewed September 8, 2015).

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adopt Resolution No. 1561-15.

MANAGER'S REPORT

Councilmember Hawkins inquired if the Cuen Building project is on task and will the project meet the timeline stated in the deed restrictions.

Ms. Garcia stated that the project has exceeded the 100 day deed restriction and that Mr. Smallidge has been advised if the stabilization portion of the restoration project is not completed by the next regular Council meeting, the item will be brought to Council to advise staff on how Council would like to proceed. She stated that staff would like to see the project succeed and eager to work with Mr. Smallidge but there are deed restrictions and timelines that must be met and at this time, they are not.

Councilmember Anderson stated that he would be in support of having a work session to discuss the Town's position on incorporation and asked that a session be scheduled.

CALL TO THE PUBLIC

There were no comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Vice-Mayor Walter thanked those in attendance at the meeting as there was a great deal of information provided regarding the upcoming FUSD consolidation election.

She welcomed the business owners of the Bonneybrooke Solar project to Town and stated that she would be working with the Mayor and Council regarding signage to assist with bringing patrons to the downtown area.

Mayor Rankin agreed with Vice-Mayor Walter that signage is very important to help drive traffic to local businesses. He reminded everyone that the Open House at the Community Center/Library facility would be on October 3, 2015 starting at 10:00 am. He asked citizens to submit their ideas to Town Hall for the 150th birthday celebration of the founding of Florence.

ADJOURN TO EXECUTIVE SESSION
An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(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 the 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.

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 litigation in the U.S. District Court for the District of Arizona: Association of Florence Fire Fighters, International Association of Fire Fighters Local 4512 v. Town of Florence. (Case No. CV-15-00327-PHX-SPL)

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 litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-0001325.

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 regards to pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX-DMF) Walt Hunter and Jarris A. H. Varnrobinson Von Zombie v. Town of Florence, et al.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to adjourn to Executive Session.

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Vice-Mayor Walter, seconded by Councilmember Hawkins, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried to adjourn the meeting at 8:55 pm.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 21, 2015, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, OCTOBER 5, 2015, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:02 pm.

ROLL CALL:

Present: Rankin, Woolridge, Hawkins, Guilin, Anderson, Wall.
Vice-Mayor Walter arrived at 5:10 pm.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the following legal matters: 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 litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-0001325, pursuant to A.R.S. Section 38-431.03(A)(3) and (A)(4).

For the purpose of discussion of the direction and duties of the Interim Town Manager, pursuant to A.R.S. Section 38-431.03(A)(1).

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Walter, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

MOMENT OF SILENCE

Vice-Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Jim Tchida, Florence resident, stated that he attended the CIP Forum and felt the intent of the forum was good and he was able to share his thoughts. He is concerned that the Town does not have a clear strategic intent with the 10-year Capital Plan. He stated that he would recommend Council and staff to put together a clear strategic plan that can be presented to the new Town Manager, when they join the Town, and to the citizens of Florence.

PUBLIC HEARING AND PRESENTATION

Public hearing on a request by Piero Buccellato for approval of an application proposing a zone change on approximately .36 acres of land, located at 680 East 1st Street, Florence, Arizona, from Neighborhood Multi- Family Zoning District to Highway Business Commercial Zoning District and First reading of Ordinance No. 640-15.

Ms. Lisa Garcia, Interim Town Manager/Town Clerk, read Ordinance No. 640-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON .36 ACRES, FROM NEIGHBORHOOD MULTIPLE FAMILY ZONING DISTRICT TO HIGHWAY BUSINESS COMMERCIAL ZONING DISTRICT (APN 200-47-001B).

Mr. Mark Eckhoff, Community Development Director, stated that Piero and Paolo Buccellato have purchased two properties off of 1st Street and State Route 79. The eastern lot is zoned for Highway Business Commercial Zoning District (B-2) and the western lot is zoned for Neighborhood Multi-Family Zoning District (R-2). He stated that the intent of the application is to rezone the R-2 zoned property and then expand on to the existing development on the B-2 lot. He said they would add parking, landscaping and other needed improvements. He stated that the request is consistent with the 2020 General Plan. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation.

Councilmember Anderson inquired if the additional parking would be paved.

Mr. Eckhoff stated that the business owners have the choice to either create a paved parking area or use alternative substances that meet the Pinal County Air Quality Standards which is consistent with the Adaptive Reuse Policy Council approved previously. He stated that any ADA or handicap parking would have to be paved.

Councilmember Anderson stated that he would prefer to see the parking lot be paved as he believes it would add to the quality of the business and the standards of the Town.

Mayor Rankin opened the public hearing. There were no comments. Mayor Rankin closed the public hearing.

Presentation of Fire Quarterly Activity Schedule for the Fourth Quarter 2015.

Ms. Garcia stated that Mr. David Strayer, Fire Chief, submitted the 4th Quarter Activity Schedule for the Fire Department. She stated that she was very impressed by the report and wanted Council to see it.

Mr. David Strayer, Fire Chief, stated that the Department revisits its Purpose Statement, Vision and Values each quarter to remind the staff and crews of why they are here, who they are and why they do what they do. Chief Strayer presented the following:

- Calendar of Events - Special events that have requested participation or assistance from the Fire Department over the next three months.

- Meetings – Captains and standing committees that meet quarterly that are tasked with researching their assigned program areas and developing recommendations based on best practices/national standards for adoption by Florence Fire/Medical.

- Training –
    - Multi-Company Drills – a series of mutual aid multi-company drills are scheduled to take place during the first three week in December. The drills will be held at Central Arizona College's burn building.
    - CCA Fire Post Incident Analysis – mutual aid departments will be invited to participate in full analysis of the fire recapping the incident, challenges, lessons learned and follow up plan.
    - Professional Development – through Central Arizona College the crew is taking two Fire Science courses; Fire Service Ethics and Building Construction. This program is a no-cost program to either the student or the Florence Fire Department. This is a volunteer program to allow crew members to obtain college credit and enhance their educational

opportunities. These classes are requirements for the succession/promotional plan of the Department.

- Special Projects
    - Records Management – completing an analysis of current protocols and investigating new and improved systems. Complete full implementation of the Emergency Reporting (ERS) records management program which tracks response times and other critical information.
    - Configure Target Solutions – a tracking system that records fire department ISO training and other training records including tracking EMS recertification, daily training and drills. This transition will begin in the 1st quarter of 2016, transferring training records from all other sources.

- Fire Hydrant Annual Service – ensure functionality, complete inspections, lubricate and flow check on all assigned fire hydrants and enter that data into ERS. All six crews will be trained and conducting these tests starting in October and continue through the end of December. All hydrants will be inspected by Fire Department personnel each year during the 4th Quarter.

- Health and Wellness Safety Message – Everyone Goes Home program is being introduced this quarter which promotes a culture of health and safety among firefighters.

- Support Services – routine maintenance on equipment this quarter; compressor service/air sampling, hose testing, ladder and pump testing.

- Florence Fire History – November 22, 1929 article from the Arizona Blade Tribune reporting a fire at the Post Office.

Councilmember Anderson inquired if there was anything Council could do to support the continuance of the contract with Central Arizona College (CAC) regarding the Fire Services classes.

Chief Strayer stated that staff has provided CAC with several options that would allow for the program to continue. He said the feedback that has been received is not encouraging and with the current issues that the CAC Board of Directors is facing at this time, staff does not have any other avenues to proceed with.

Councilmember Anderson inquired if it would not be beneficial to send a letter to the CAC Board of Directors supporting the continuance of the training contract.

Mayor Rankin stated that it would be in the best interest of the Town to allow the CAC Board to work out its business and address this training agreement at a later date.

Councilmember Wall inquired as to whom would be responsible for repair of deficiencies that are found during the hydrant testing as the hydrants are owned by the Town, Johnson Utilities and some by private citizens.

Chief Strayer stated that the owner of the hydrants would be responsible for their hydrants. He stated that normally the Fire Department does not test privately owned hydrants; however there is a discussion occurring as to how those hydrants will be handled. He stated that Johnson Utilities has been notified of the testing.

Mr. Wayne Costa, Public Works Director, stated that the Town has one known hydrant that is not working in the downtown area and staff is working to have it repaired. There are plans to install additional hydrants in the downtown area which will occur as funding permits and ISO rating needs are worked out. He stated that the owners of private hydrants are notified of the testing and advised of any deficiencies that are identified.

Mayor Rankin inquired as to where the privately owned hydrants are located.

Mr. Costa stated that privately owned hydrants are located on Pinal County owned land as well as at the old hospital building located on Adamsville Road and the Florence Heights Apartments.

Mayor Rankin inquired if a review is done during development planning regarding hydrant location and ownership.

Chief Strayer stated that during the planning process, the Fire Department does review plans to ensure the number of hydrants and their location is appropriate for the development. He said it is the responsibility of the land owner to maintain their hydrants.

Mr. Costa stated that the hydrants in the Anthem area are located within easements to allow for the utility company and the Town to access them and maintain them as needed.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Approval of Change Order No. 3 with Garney Construction, in an amount not to exceed $5,563, for a total project cost of $1,696,921, and extending the project completion date to November 30, 2015.

Acceptance of a grant of $95,193.66 from the Tohono O'odham Nation for the purpose of purchasing advanced life support equipment to be used by the Florence Fire Department.

Approval of the Greater Florence Chamber of Commerce application for a Special Event Liquor License for the Business After-Hours Mixer event on November 5, 2015, at McFarland State Park.

Proclaim October 2015 as National Community Planning Month in the Town of Florence and highlight the contributions, sound planning, and plan implementation to make resilient communities.

Approval of accepting the register of demands ending August 31, 2015, in the amount of $2,945,648.21.

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to approve the Consent Agenda, as written.

NEW BUSINESS

Resolution No. 1566-15:

Ms. Garcia read Resolution No. 1566-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE NOVEMBER 5, 2015.

Ms. Garcia stated that Council adopted changes to the Rules of Procedure on September 21, 2015. Immediately after adoption, staff noticed additional changes that should be made to change Section 17.1 Compliance and Enforcement to separate sanctions for Council, boards and commission members. She stated that the major difference is that Council is elected by the public and may not be removed for a code of ethics violation. Board and commission members are appointed by Council and may be sanctioned or removed from the board or commission for an ethics violation. She stated the proposed language change clarifies the ramifications of an ethics violation and separates Council from the boards and commissions.

On motion of Councilmember Guilin, seconded by Councilmember Woolridge, and carried to adopt Resolution No. 1566-15.

Discussion/Approval/Disapproval to ratify and approve the terms of engagement for legal services and engagement agreement with Gust Rosenfeld, P.L.C., for legal representation of the Town in the pending litigation against Florence

Copper, Inc. (Town of Florence v. Florence Copper, Inc., Case No. CV2015-000325).

Mr. Clifford Mattice, Town Attorney, stated that the primary lawyer representing the Town in the pending litigation resigned from the law firm of Dickinson Wright, PLLC, and joined the law firm of Gust Rosenfeld, P.L.C. He stated that the former Town Manager retained Gust Rosenfeld, P.L.C. to represent the Town in the litigation against Florence Copper, Inc. The requested action approves and ratifies the Town's engagement of Gust Rosenfeld, P.L.C. for legal representation and related services.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, to ratify and approve the terms of engagement for legal services and engagement agreement with Gust Rosenfeld, P.L.C., for legal representation of the Town in the pending litigation against Florence Copper, Inc.

DEPARTMENT REPORTS

Manager's Report

Department Reports
Community Development
Courts
Finance
Fire
Library
Parks and Recreation
Police
Public Works

Councilmember Hawkins inquired as the validity of a recent letter to the editor in the newspaper regarding low water pressure in the north end of Town since the installation of the new water tank.

Mr. Costa stated that the northern areas serviced by the north end water facility were experiencing a lower than normal water pressure due to an additional water line that was planned to be installed and was not. He stated that two of the four booster pumps have been increased and a budgetary item is being requested that would install an eight inch water line from the water tank to Pennsylvania Ave.

Councilmember Wall inquired as to what traffic control devices were installed in Anthem at Merrill Ranch.

Mr. Costa stated that the Public Works department has installed oversized stop signs, additional signage that a stop sign is approaching and pavement markers at the

intersection of Sun City Boulevard and Constitution Way in response to concerns regarding the visibility of the stop signs at this intersection.

Councilmember Wall inquired as to what the speed notification equipment is being utilized for in Anthem as it working intermittently.

Mr. Daniel Hughes, Police Chief, stated that the equipment has had battery problems in the past. The equipment will be serviced to resolve the inconsistency of the equipment.

Councilmember Anderson complimented the Department Managers for doing an outstanding job in controlling expenses as the financial report shows that the Town is currently 4% under budget.

CALL TO THE PUBLIC

There were no comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked the Tohono O'odham Nation for their recent grant money, the Department Managers for their informative reports and the Fire Chief for the presentation and updates on the departments' activities. He made a recommendation that page numbers and dates be added to all department reports to allow easier referencing during review and discussion.

Councilmember Guilin thanked Ms. Rosemary Bebris, Library Director, and Mr. Bryan Hughes, Parks & Recreation Director, for the successful grand opening event of the Library/Community Center. She stated that the attendance was excellent and the citizens were very happy.

Councilmember Hawkins agreed with Councilmember Guiling and stated that the cross-section of citizens who attended the grand opening was great to see.

Councilmember Woolridge stated that the grand opening was great and that she had the opportunity to thank the Tohono O'odham Nation Chairman personally for their donation to the Town and their partnership with the community.

Mayor Rankin stated that the Territory Square project, Aquatic Center, Library and Community Center is not only providing a beautiful and useful facility for the citizens of Florence but is attracting guests and other municipalities who want to see what Florence has done. The projects are moving the Town in the direction the Town needs to continue to go. He stated that Florence will be turning 150 years old next year and planning for this celebration will start soon.

ADJOURNMENT

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

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to adjourn the meeting at 7:03 pm.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 5, 2015, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL WORK SESSION HELD ON MONDAY, OCTOBER 5, 2015, AT 7:00 P.M., OR IMMEDIATELY FOLLOWING THE COUNCIL MEETING, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the work session to order at 7:18 pm.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall

WORK SESSION TO REVIEW THE CAPITAL IMPROVEMENT PLAN.

Mr. Gabe Garcia, Finance Director, stated that a Capital Improvement Plan (CIP) is a ten year plan based on the Town's priorities and financial restrictions determined by the Town's current financial forecast. The plan is reviewed annually to evaluate the Town's infrastructure needs within the forecast limits. He stated for a project to qualify for the CIP, the project should cost more than $10,000 and must have an expected useful life great than ten years. Projects include construction and major renovations of buildings, economic development activities, acquisition of property, improvements to roadways, and the efficient use of the water and sewage systems. Other costs associated with the capital budget can include architectural, engineering and site development.

Mr. Garcia stated that CIP projects that are funded with development impact fees are classified in the Infrastructure Improvement Plan (IIP), and their expenditures must be outlined in the Town's IIP cost study. He stated that projects are funded by; General Government, Parks & Open Space, Public Safety, Highways and Streets, Water, and Sewer.

Mr. Garcia stated that minor CIP projects or purchases are single purchases greater than $5,000 that are to be capitalized per the Town of Florence Capital Asset Policy and Procedures. These items are typically vehicles, equipment and minor improvements. Items that do not meet the capitalization policy are furniture, fixtures or equipment under $5,000 and are placed in the operating and maintenance budgets of the respective departments.

Ms. Lisa Garcia, Interim Town Manager/Town Clerk, stated that last year the citizens were promised completion of certain projects if the special election passed. Many of the items on the list were road projects which are normally completed with Highway User Revenue Fund (HURF) monies. She stated that staff has spoken with Mr. Mark Reeder, Managing Director with Stifel Nicolaus, regarding 198 monies which is a type of load that carries a very low interest rate and can almost pay for the interest charged

from the interest earned from the money being in the bank. She stated that this type of funding option is being reviewed at committee level and will be brought back to Council for consideration at a later time.

Mr. Garcia stated that staff has updated the CIP providing Council with four categories: -
- Proposed new projects
    - Proposed new projects list consist of items that have been submitted by Department Heads with the projected costs and desired timeline for completion.
- Deleted projects
    - Deleted projects are items that have either been revised and are represented on the CIP with updates or are no longer needed.
- Revised projects
    - Revised projects have either been updated; the original plan has been modified, moved to the Council list or into the operating budget
- Moved projects
    - Moved projects have either been updated; the original plan has been modified, moved to the Council list or into the operating budget.

Ms. Garcia explained that the overview sheet provides Council with a list of major and minor capital improvement projects, including vehicles. She stated that the Town does not have the funding to hire professional services to update the Strategic Plan in the current fist year's budget and that staff is currently reviewing Requests for Proposals (RFP) in preparation for release. She stated that the goal for the work session is to review the CIP and ensure Council has a comprehensive understanding of the projects that are in the plan at this time.

Mayor Rankin inquired how many projects were promised to the citizens if the special election passed and are a majority of those projects HURF projects.

Mr. Garcia stated that there are 11 projects that were promised and that a majority of them are HURF projects.

Mr. Wayne Costa, Public Works Director, stated that ten out of 11 projects are HURF projects and one of the ten projects has been completed. He stated that a majority of the remaining ten projects are scheduled to be completed in the next two years and with a few to be completed this year and they have been identified in this years' budget.

Mayor Rankin requested to have a list of the 11 projects supplied to each Councilmember including anticipated completion dates to allow Council to prepare for the next special election.

Ms. Garcia stated that when the Town goes back to the voters in May 2016, staff will provide the voters with an update on the 11 projects; what has been completed and what is pending as many of the two year projects required engineering.

Councilmember Anderson stated that he would like to see the Strategic Plan completed much sooner than what is being planned.

Ms. Garcia stated if Council would like to have the Strategic Plan completed correctly and to provide appropriate time for public participation, the process will take eight to ten months.

Councilmember Anderson stated that he would like to see a one-page Strategic Plan provided to the voter as to what Council believes are the strategic items with a caveat that the Plan will be updated in the next eight to ten months.

Ms. Garcia stated that the voters have been informed that for the next two fiscal years the Town has limited funding and that it needs to decide the following:

- If it is going to finance projects or issue bonds
- Will the Town continue to be a pay-as-you-go community or go with a different approach.

Ms. Garcia stated that Council and staff will review the items on the CIP and create a plan on how each item will be funded.

Mayor Rankin inquired if it was the plan to go through each item on the CIP.

Ms. Garcia stated that she would like to have each Department Head review their items on the CIP and provide Council with a thorough understanding so when Council goes back and reviews the plan individually, each Councilmember will feel comfortable with their knowledge of the items.

Mayor Rankin stated that Council needs to have full input and understanding as to the following:

- What projects were promised to the voters last year
  - Project status
  - Funding for the project
- What projects the voters are going to be asked for this year
  - Project cost

Ms. Garcia stated that the voters were asked for $15,000,000 over the state imposed expenditure limitation amount last year and that staff has to have that new amount by November so an election can be called for in December. She stated that the Department Heads will each explain their items on the plan starting with the items in the General Plan.

Mr. Mark Eckhoff, Community Development Director, stated that the last update to the General Plan was done in 2008/2009 and was approved by the voters in 2010. He

stated that the State of Arizona requires the General Plan be updated at a minimum of every ten years, which would require an update to the voters no later than 2020. He stated that in conjunction with the last update of the General Plan, the Parks, Trails and Open Spaces Master Plan was updated. He stated that the updates are planned to be conducted over two fiscal years, allotting $300,000 each year. He stated that the expense is higher than previously experienced as there will be two additional components of the update: economic development and transportation. He stated that there has been a significant amount of change in the Town development that warrants an update. By the time the report is updated, the details of the North/South Freeway Corridor will be firm and will affect portions of the General Plan that will need to be modified.

Mr. Eckhoff stated that the Community Development Department and Parks and Recreation Department will complete the projects together for cost saving measures. He stated that the Strategic Plan will be completed prior to the General Plan updates. Once the General Plan, and the Park, Trails and Open Spaces Master Plan are accepted by Council, the Strategic Plan can be updated again.

Councilmember Anderson inquired as to what services will be provided for the $300,000 annual fee.

Mr. Eckhoff stated that a professional team will be hired to address the different elements of the General Plan: economic development, fiscal analysis, transportation, water and waste water. He stated that it will take two years to complete the project to allow for the level of public input that is desired.

Ms. Garcia stated that next item is Territory Square expansion phases.

Mr. Eckhoff stated that a significant amount of progress has been experienced at Territory Square with the completion of the North End Framework Plan that amended the General Plan, removed property from the flood plain and completed phase one; Aquatic Center, Library, Community Center and the sports fields. He stated that there are approximately 772 acers in Territory Square with 394 acres still within the flood plain. The current plan calls for a small portion of the 394 acres to be removed from the flood plain and developed. The land to the east and west of Territory square is privately owned but qualifies to be removed from the flood plain if the owners so choose. He stated that it is anticipated that additional development will be desired and to continue moving forward with preparation of the land to be developed when the time comes.

Mr. Eckhoff stated that other plans may be identified by Council to be of higher priority than updating the General Plan and Strategic Plan such as the permanent expansion of Main Street to Highway 79 or pursuing Requests for Proposals from private developers for the development of the land north of the library.

Councilmember Anderson inquired if the plan for Territory Square still includes an affordable housing project.

Mr. Eckhoff stated that the Territory Square Plan has a wide range of mix uses and zoning options that includes heavy commercial usage along Highway 79 frontage, with the middle of the project ideally being apartments or mid-density housing to possible single-family residential. He stated in the center of the project will be more specialty retail and business offices. Staff can look at the option of having an affordable housing project in the Plan that may be funded by grants.

Mr. Garcia stated that Microsoft upgrades should be moved to the operations section of the budget. He stated that the plan is to upgrade the Town's software and will occur in phases.

Ms. Garcia stated the next item is the Cemetery.

Mr. Wayne Costa, Public Works Director, stated that Phase II of the cemetery has been completed due to a recent donation of $10,000. Currently the main access road is decomposed granite and dirt and the plan calls for paving the main road from Salazar Drive to Phase II. He stated that in conjunction with the paving project there is a chip seal project scheduled for the main access and drive of the cemetery. He stated an additional project planned for next year is to improve the masonry walls around the cemetery for security purposes and to limit access to the facility by off-road vehicles.

Ms. Garcia stated that the next list of items to be reviewed are with Parks and Recreation and are items that are being reviewed but may not make it on next year' CIP budget.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the Department has been working with County Open Space and Trail which is a trail development plan that runs along Central Arizona Project (CAP) from Lake Havasu to Tucson and Florence would be responsible for the areas that fall within its boundaries. He stated that the first couple of years would be for planning then moving into the construction phase as some areas will be an easy installation and other areas will require more infrastructure. He stated that there will be public forums held during the planning phase to enlist the thoughts and wants of the citizens of Florence for the trail within the boundaries of Florence.

Ms. Garcia stated that when Council is looking at CIP project funding, it needs to look at what percentage is being proposed to come from the CIP and what percentage is being proposed for financing.

Mr. Hughes stated that the next item is a combination of Heritage Park, Little League Park (Doggie Park) and Neighborhood Parks which were identified on the 2007 Parks

and Recreation Master Plan. He stated that many of the facilities are older and need upgrading to improve user ability. He stated that the next year is a planning year holding forums to obtain citizen input on what they would like to see upgraded or added to the facilities and how those changes would impact or change future infrastructure development.

Mr. Hughes stated the last item he would like to review with Council is the Poston Butte Open Space Trails Development which starts with a 3-year planning process looking at the various types of land in that area which includes privately owned and a railroad crossing. He stated it will take several years of planning, cost analysis and citizen input to provide Council with a complete understanding and financial obligation the project would entail.

Councilmember Wall inquired if there was a funding duplication on the Poston Butte Open Space Trails Development.

Mr. Hughes stated that there was a high-level conceptual plan completed this year that identified the project to be done in two phases and based on that recommendations, the funding request was broken out accordingly.

Ms. Garcia stated that the last area to be covered is the public safety component of the CIP starting with the Fire Department and then the Police Department.

Mr. David Strayer, Fire Chief, stated that the purchase of a new fire truck is pushed ten-years out as it is being anticipated that a new fire station will be needed as the population grows. He stated the remaining items are in a replacement schedule based on their age and Insurance Service Office (ISO) requirements. He stated that the water tender is 31 years old and that ISO only recognizes equipment that is 25 years old or newer. The Department needs to be able to shuttle 2,000 gallons of water for wildland fires and for any fire if for some reason the Town's water system is shut down or unavailable at the location of the fire.

Chief Strayer stated that the utility support vehicle the Department is currently using is 12 years old and is a trailer that requires two staff members to operate which at the scene of a fire, the Department cannot afford the loose two crew members where as a new vehicle with updated equipment will operate more efficiently and will only require one crew member to operate and have those services available on-site quicker. He stated that the following items are on a regular replacement schedule; extrication equipment which is the jaws-of-life, transitional response vehicle (TRV), fire apparatus, ladder truck, Compressor for self-contained breather apparatus (SCBA), and a cardiac monitor. He stated that the TRV was purchased in 2006 and will be 12 years old and due for replacement in 2018. He stated that the industry is seeing a sure in refurbishing fire trucks at a cost of 40% of a new vehicle that will give it ten more years of useful life.

He stated that the Department received a grant for two cardiac monitors so the original request for three new monitors has been reduced to one.

Ms. Garcia stated that Chief Strayer came to the last Budget Committee meeting and presented a budget plan to reduce the Fire Departments current CIP needs by 60% and increase items that are being covered by grants the Department recently received. She stated that Chief Strayer and is team at the Fire Department are working hard at identifying new and innovative ways to expand the useful life of equipment and controlling costs without sacrificing the Town's ISO rating and will continue to locate and apply for grants for the betterment of the Town.

Mr. Dan Hughes, Police Chief, stated that the Police Department is looking at the replacement of communication equipment as Motorola no longer produces the radios and will stop supporting them in 2019. He stated that Police and Fire will be required to change and that the County is going to 700 and 800 and to allow for communication between supporting agencies, the Town will need to purchase new equipment. He stated that they are hoping to work with the County and roll out a program together that will upgrade in a joint effort. He stated they are also looking as possible grants that will assist with this need.

Chief Hughes stated the next item is body cameras which the City of Coolidge just received a $195,000 grant. He stated that the Police Chiefs and Legislature across the Country are looking at mandating that every police officer have a body camera and it is not the cost of the camera that is a large expense, but it will be the storage of the data from those cameras. He stated that the 5 year plan for this program is estimated to cost $200,000 and that staff will continue to look for grants to assist with those costs but the State may mandate that this occur and not provide funding for it.

Chief Hughes stated that the Town has a beautiful new evidence facility that has space that is not being utilized. He stated that staff is looking at ways to use the space moving forward for training and possibly raising the roof, creating a second floor for much needed office space as the Department expands over the next several years. He stated that the funds he has placed in the CIP plan for this project is a place holder for the project and if needed it can be push out a couple of years.

Councilmember Anderson inquired about vehicle replacement for the Police Department.

Chief Hughes stated that vehicle replacement is on the minor list and will be handled by Fleet Maintenance.

Ms. Garcia stated that the minor project list has not been reviewed by the Budget Committee at this time and will be brought back to Council at a later date.

Ms. Garcia asked Chief Hughes to review the need for a new communication tower.

Chief Hughes stated that police and fire are having trouble with intermittent service in the northern parts of the coverage area and are speaking with the County to work together in establishing an additional tower in that area as the County already has a sub-station with utilities and by working together, it would reduce costs from an estimate of $1,000,000 to possibly $400,000.

Councilmember Hawkins stated that he thought the Town has already established a new tower and new communications equipment for fire and police.

Ms. Garcia stated that communication towers need to contently be updated and asked Chief Hughes to speak to recently purchased equipment.

Chief Hughes stated that the Town did purchase communication equipment and it is a state-of-the-art system however, communication technology is constantly changing and upgrading and when Motorola decided to no longer support the radio equipment that means the Town will not be able to get replacement parts or equipment. He stated that Arizona Farms up to Bella Vista, reception is not consistent and as the Town grows additional tower coverage is going to be needed and by 2019, new equipment will need to have been purchased.

Councilmember Hawkins stated that there is Federal monies available for body cameras.

Chief Hughes agreed that there are Federal monies for body cameras that will most likely go to the larger departments and municipalities throughout the Country. He stated that staff is monitoring all funds that come available for body cameras and it watching for any opportunity to apply for a grant.

Councilmember Anderson stated that there was a vendor at the Police Appreciation Luncheon that he recently attended that states on their website that they offer grants for body cameras.

Chief Hughes agreed that the vendor does offer assistance in completing the paperwork for a grant and if the Department would receive a grant from that application, it would be obligated to purchase the equipment from that vendor. He stated upon review, the price the vendor is charging, the grant is really a discount on their costs which is misleading.

Ms. Garcia stated that Council is leaving the work session with a complete CIP packet for review, a recap of the CIP meetings held with the public and any information sheet that was completed by a citizen who participated at those meetings and a total list of projects submitted. She stated at a later date, Council will need to prioritize the projects during the budgeting process.

ADJOURNMENT

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

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried to adjourn the work session at 8:28 pm.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council work session held on October 5, 2015, and that the work session was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, OCTOBER 19, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:02 pm.

ROLL CALL:

Present: Rankin, Woolridge, Hawkins, Guilin, Anderson, Wall.
Absent: Walter

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Jim Tchida, Florence resident, stated that he cares for the community, specifically the traditional area. He made a presentation to Council two weeks ago and to the Budget Committee last month. He stated that he spoke of Florence's vision and its strategic intent. He said some thought that he said Florence needed a new strategic plan. He reiterated that the Florence Strategic Plan has not changed, but spoke instead on the strategic vision. He said Florence is the county seat for Pinal County, and that in his opinion, carries a lot of responsibility. Florence has to set the example of a successful community. Florence has made a lot of progress; however, Florence also lost Home Rule and has separated from a town manager. He said Florence has an election coming up next year for Mayor, Council and Home Rule and there are various divided fractions within the community regarding what is necessary to make progress. He explained that the vision is where the Town sees itself in 10 to 20 years. The strategic intent is how the Town intends to get to where it sees itself and what steps it will take.

Mr. Tchida requested that a statement be made that identifies what the strategic intent of the Town is along with the vision that it is trying to achieve.

Ms. Ruth Harrison, Florence resident, thanked Mayor Rankin for his prompt attention to piles of garbage that were around the trash cans at the Main Street Park. She said she called Mayor Rankin and he said Police and Public Works would pick up the debris, which they did. She asked that staff remove the containers from that location as they are an eye sore and a health hazard. The dumpsters attract trash dumping and do not belong in a downtown park.

PRESENTATIONS

Presentation regarding the U.S. Supreme Court decision of *Reed v. Town of Gilbert*, 135 S.Ct. 2218 (U.S. 2015) and the potential implications of the *Reed* Case.

Mr. Clifford Mattice, Town Attorney, stated the presentation is a follow-up to the recently adopted resolution. He provided a presentation on sign codes with regards to the the U.S. Supreme Court decision of Reed v. Town of Gilbert, 135 S.Ct. 2218 (U.S. 2015) and the potential implications of the Reed Case. He stated the following:

- Elements of many sign codes
  - Definitions of sign types
  - Prohibited sign types
  - Permitted sign types
  - Time, place and manner regulations that apply to sign types
    - Area, height, setbacks, number, spacing
    - Prohibitions or special rules for billboards
  - Location-based regulations
  - Rules for temporary signs
- First Amendment: Governments shall make no law
  - Government officials do not have unbridled discretion
  - Penalties if you are wrapped up in a law suit pertaining to First Amendment (attorney fees and cumbersome law suits)
  - Respecting an establishment of religion or prohibiting the free exercise thereof,
  - Or abridging the freedom of speech, or of the press (Free Speech)
  - Or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances
- First Amendment Affects Sign Regulations (Discretion)
  - Preserving discretion can create problems with First Amendment – protected uses
  - Signs are expressive conduct, courts distrust discretion and do not defer to your judgment
  - Ordinance that allows unbridled discretion over sign applications could be unconstitutional

- Monetary damages and attorney fees are possible in litigation

- First Amendment Affects Sign Regulations: (Content- Neutrality)
  - Sign codes must be content-neutral
  - For protected speech:
    - Regulations cannot discriminate based on sign content
    - Variations and exceptions to regulations should be applied uniformly
- Regulation/Application is content- neutral then Intermediate scrutiny test
  - The law must be:
    - Narrowly tailored to serve a significant content-neutral government interest that would be achieved less-effectively without the regulations, and
    - Leave open ample alternative channels for communication of the information
  - Less likely to be fatal
- Regulation/Application is content-based then strict scrutiny test
  - To survive strict scrutiny the law must:
    - Be necessary to further a compelling governmental interest, and
    - Be narrowly tailored to that end
  - Presumptively unconstitutional
  - Likely fatal even if government motive is benign
  - Example: The law applies to particular speech because of the topic discussed or the idea expressed
- The Goals
  - Create content-neutral sign regulations (Reed vs. Town of Gilbert)
  - Limit discretion
  - Avoid differential treatment on the basis of the content of speech (Reed vs. Town of Gilbert)
- Background of Reed vs. Town of Gilbert
  - Plaintiffs are a small church that lacks a building and meets in other places such as schools (Good News Community Church)
    - Church uses temporary directional signs to guide people to weekly services
  - Defendant Town, 208,000 residents near Phoenix, AZ
  - Gilbert's sign code imposed strict limits on the size, location, number and duration of the church's sign
  - Gilbert did not apply the same restrictions on political, and ideological signs
  - The church filed suit against the Town in 2007 arguing the code is an unconstitutional restriction on its First Amendment right to free speech
- Reed vs. Town of Gilbert Decision: (June 18, 2015)
  - All nine justices agreed that the Ninth Circuit should not have ruled in Town's favor but they did not agree on the rationale.
    - The majority opinion – six justices
  - The Town's sign code is content-based regulation of speech on its face and cannot survive strict scrutiny:
    - It defines "Temporary Directional Signs" on whether sign conveys message of directing the public to an event

        - It defines “Political Signs” on basis that the message is designed to influence outcome of an election
        - It defines “Ideological Signs” on basis of whether a sign communicates noncommercial ideas
    - It then subjects each of these categories to different restrictions
    - Restrictions in sign code depends entirely on the communicative content of the sign
- Content-Neutral Options
    - Regulate aspects of signs that have nothing to do with a sign’s message
    - Example: size, building materials, lighting, moving parts, portability
    - “And on public property, the Town may go a long way toward entirely forbidding the posting of signs, so long as it does so in an evenhanded, content-neutral manner.”
- Rules based on the Alito Concurrence
    - Rules regulating size and location
    - Rules distinguishing between:
        - Lighted vs. unlighted
        - Fixed message vs. changing message
        - Placement on public vs. private property
        - Placement on commercial vs. residential
        - On-premises and off-premises signs
        - Number of signs per mile
        - Time restrictions on signs for one-time event
    - Government signs for safety, directional, historical sites, scenic spots
- Next Steps
    - Preparing new sign code
    - Temporarily lessen the enforcement of sign code regulations during sign code re-write of the sign code.

Mr. Mattice outlined what transpired throughout the case and what the final outcome of the case was. He explained how this case affects municipalities and how to apply the rules to signs. He said it is important to review the sign codes and to make the necessary changes to be in compliance. He said the sign enforcement has been lessened while the Town rewrites the sign code.

Councilmember Wall stated that in previous minutes it was suggested that there would be citizen input with the rewrite of the sign code. She asked if this was still in the plan.

Mr. Mattice stated that staff plans on obtaining citizen input and is creating a minimalistic draft and includes key stakeholders in the process along with the Commission and Council. The goal is to keep the process as transparent as possible.

Councilmember Anderson inquired if the Arizona League of Cities and Towns is providing assistance.

Mr. Mattice stated that the League has held meetings and discussions and is looking at the International Municipal Lawyers Association's draft code. He said the Town has a copy of their draft code and that different municipal attorneys are taking different perspectives on the case. He said his perspective on the case is that it is a very far reaching case and that he is seeking guidance from the courts on what the Town can do. Many municipalities are apprehensive about being the first to have their code out. The Town is monitoring what the League is doing.

Mr. Mark Eckhoff, Community Development Director, stated that the Town has a quasi-moratorium on signs and to lessen the enforcement unless there are health and safety issues. He said when new signs are being permitted through the current process. The Town has not had any issues but is being cautious while this issue is being worked through. He said signs that are presenting a hazard will be addressed.

Mayor Rankin inquired about the a-frame signs on Main Street.

Mr. Eckhoff said that a code amendment was done a few years ago regarding a-frames, banners, and promotional signs. He said that will try and incorporate the same language into the code. He said the a-frame program has been successful and staff wants to maintain the program.

Mayor Rankin inquired how verbiage on a sign addressed vulgarity.

Mr. Mattice stated that the First Amendment does not protect obscenity, fighting words or defamation. He said there are different levels in the courts of what falls under each of those categories. He said there is a limit on what the First Amendment will protect.

Presentation by the Greater Florence Chamber of Commerce recognizing People's Mortgage as the Business of the Month.

Mr. Jim Gilloon, Executive Director, Greater Florence Chamber of Commerce, stated that the People's Mortgage of Arizona has consistently helped families achieve the dream of home ownership. He explained the services that that People's Mortgage provides and added that they also volunteer for the Chamber's monthly events.

Ms. Lori Smolke, Branch Manager, People's Mortgage of Arizona, accepted the award and stated that she and her family have made Florence their home. She thanked the Chamber for the award and stated that they are always willing to assist the Chamber and the public.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Approval of the 2015 Groundwater Savings Agreement with Pinal County Water Augmentation Authority and Central Arizona Irrigation and Drainage District.

Authorization to enter into an Intergovernmental Agreement with Pinal County for election services.

Approval of the donation of four Panasonic Tough Book computers to the City of Globe Fire Department.

Approval of the resignation of Billie Jo Garcia from the Planning and Zoning Commission.

Approval of the resignation of Bruce Fenstermaker from the Planning and Zoning Commission.

Approval of the September 8, and September 14, 2015 Council minutes.

Receive and file the following board and commission minutes:
July 22 and September 16, 2015 Historic District Advisory Commission minutes.
July 15, 2015 Library Advisory Board minutes.
August 27, 2015 Parks and Recreation Advisory Board minutes.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, with the exception of item 7a.

Approval of the 2015 Groundwater Savings Agreement with Pinal County Water Augmentation Authority and Central Arizona Irrigation and Drainage District.

Councilmember Wall asked if the Town is going to pay $78.00 for 2048 acre feet of water.

Mr. Wayne Costa, Public Works Director, stated that $78.00 is the capital costs associated with the acquiring CAP water through the agreement with CAP, which is a 100 year agreement. The Central Arizona Irrigation and Drainage District is the agent, or subcontractor, that handled the arrangement.

Councilmember Wall inquired if the Town budgets for this expense every year.

Mr. Costa stated that the expense is budgeted for annually.

On motion of Councilmember Wall, seconded by Councilmember Guilin, and carried to approve the 2015 Groundwater Savings Agreement with Pinal County Water Augmentation Authority and Central Arizona Irrigation and Drainage District.

UNFINISHED BUSINESS

Ordinance No. 640-15:

Ms. Lisa Garcia, Interim Town Manager/Town Clerk read Ordinance No. 640-15 by title only.

Discussion/Approval/Disapproval of an AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A ZONE CHANGE ON .36 ACRES, FROM NEIGHBORHOOD MULTIPLE FAMILY ZONING DISTRICT TO HIGHWAY BUSINESS COMMERCIAL ZONING DISTRICT (APN 200-47-001B). (First reading October 5, 2015)

On motion of Councilmember Hawkins, seconded by Councilmember Woolridge, and carried to adopt Ordinance No. 640-15.

NEW BUSINESS

Discussion/Approval/Disapproval of approving Task Order Nos. 7, 9 and 10, with Water Works Engineers for design of upgrades to the booster pump station, northern area pressure zones within Florence Gardens and replacement of the booster pumps at Well No. 5, for a total cost not to exceed $261,575.

Mr. Costa stated that the task orders are for retro fits on some of the projects that the Town has. Task Order No. 7 includes the replacement of the two booster pumps at Well No. 5. He said the existing pumps are 28 years old and have been rewound a few times each, In May/June 2015, the painter who was going to paint the pumps was pressure washing the pumps, noticed the pump housings were severely pitted, and blew a hole in one pump. He said one pump is not operational and the other pump is operating at 60% capacity.

Mr. Costa stated that staff would also like to replace the sand separator, which is 28 years old as well as provide lightning protection for the entire site. He said this would be accomplished by attaching a lightning rod on the tower and a ground grid throughout the facility. He said the facility has been struck by lightning at least three times during his tenure. He would also like to have the Supervisory Control and Data Acquisition System (SCADA) to tie into the water wells and remote computers.

Mr. Costa said the piping header system throughout the yard will be rearranged in order to accommodate the booster pumps and also to tie in the water transmission main. He said the distribution main that was recently installed from Well No. 4 to Well No. 5 is to provide additional water in case of redundancy to the two water storage tanks at Well No. 5. He said it was meant to be a fill line. He said it was tied into a smaller line on Adamsville Road and the intent, in accordance with the Adamsville Water and Roadway Project was to make that tie in on Adamsville Road with a 12 inch line.

Mr. Costa said they had a Capital Improvement Project, U-65, in which they wanted to replace the booster pumps in FY 2013-2014. He said the the only thing done at that time was packing seals were applied around the shaft of the pump, which prevents most

of the leakage. He said it is now time to replace the pumps. The life cycle of the pumps is approximately 15 years.

Councilmember Anderson inquired why the Town waited so long to replace the pumps.

Mr. Costa stated that he cannot respond as to why they were not replaced ten years ago; however, he can say that it was identified as a potential replacement in 2011, in accordance with Capital Improvement Project, U-65.

Mr. Anderson stated that it is concerning that the Town allows its critical support services, the water supply to the Town, to come to this level of deterioration. He finds it unacceptable and the Town needs to keep the water supply in top-notch order. He inquired if other pumps were in the same condition.

Mr. Costa stated that the Town just replaced the booster pumps at Well No. 4 and there is still one more booster pump that should be installed at that location. He said in the other task order, the request is to replace two higher capacity booster pumps at the north tank. The Town also recently replaced the entire booster pump systems in North Florence.

Councilmember Hawkins stated that over the years, in order to save money, rather than buy new pumps, the Town did have the pumps rewound and brought up to Code. He said it was not like the Town was ignoring the pumps. The Town was using its money in a prudent fashion.

Mr. Costa stated that Councilmember Hawkins is correct. He said Coolidge Engine and Pump was the company who rewound the pumps and provided a replacement pump when the facility was struck by lightning and the the pump needed to be repaired. He stated that staff is conscious of the equipment.

Councilmember Hawkins stated that the Town is not neglecting the water supply system.

Councilmember Anderson stated that the motors look fine, the deterioration is below where the motors are located. He said it appears as though there was leakage, and thought that someone would have noticed it.

Councilmember Hawkins inquired if the bases are the original bases.

Mr. Costa stated that the bases are the original bases and they are 28 years old.

Councilmember Hawkins stated that the bases are made of iron and will rust. It is nature of the material to rust.

Mayor Rankin inquired when this issue was brought to the attention of Ms. Garcia, Interim Town Manager.

Ms. Garcia stated she does not recall the exact date it was brought to her attention but it was during a tour of the facility with Councilmember Wall.

Mr. Costa stated that Task Order Nos. 9 and 10 are for upgrading the two booster pumps at North Tank Reservoir and Booster Pump Project, which included installation of a 560,000 gallon water tank. The Water Design Report showed that two pressure zones were needed in North Florence, one north and one south of Arizona Boulevard. There are additional stipulations that require two pressure relief valves also be installed, as well as a loop system during the installation of the north tank. He said the work was not previously done, so it is being requested to allow the work to be done now. He said the request is to install two booster pumps and install a 1200 lineal foot loop water line, which will increase the pressure to 60 psi.

Mr. Costa stated that currently, the system is operating at 40 psi. The next future project would be to analyze the balance of the water line, just below Arizona Boulevard, which consists of two inch and four inch lines, and provide loop water systems throughout the area. He stated that staff would be able to install additional fire hydrants between Cochise and Arizona Boulevard and provide sufficient capacity. A minimum six inch water line would have to be installed, to have those additional fire hydrants.

Mr. Costa stated that they would also add lightning protection to the area and two pressure relief valve stations.

Mayor Rankin inquired if the improvements will address the majority of the situation with low pressure in the majority of areas in Florence Gardens.

Mr. Costa stated that the improvements will address approximately 95% of the issues in the Florence Gardens area but there is a small section below Arizona Boulevard that could be problematic because there are two and four inch lines. He said that the system needs to be looped and will be reviewed through modeling which will allow staff to determine what the best avenue to tie that system to allow for better pressure. He said one project will be to change the system to a six inch line.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to approve Task Order Nos. 7, 9 and 10, with Water Works Engineers for design upgrades to the booster pump station, northern area pressure zones with Florence Gardens and replacement of the booster pumps at Well No. 5, for a total cost not to exceed $261,575.

MANAGER'S REPORT

Councilmember Hawkins inquired if the 10 acres in Territory Square has been brought out of the flood plain.

Ms. Garcia stated that the land is out of the flood plain. Staff is drafting a Request for Proposals which will be brought to Council for review before it is released.

Ms. Garcia stated that a budget calendar is included in the Manager's Report with updated dates that will track when the timeline gets off track, new estimated dates and showing Council having more meetings than last year.

CALL TO THE PUBLIC

Mr. Ruth Harrison, Florence resident, stated with regard to the Request for Proposals for the Territory Square Development Project, she suggested that staff focus on the following:

- Downtown Florence area and Florence Gardens
- Focus on infrastructure both below and above ground
- Save historic buildings
- Bring restaurants to existing buildings
- Develop greenway project which was first developed in 2005
- Postpone building a recreational facility
- Focus on improving the quality of life in downtown Florence

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked Town staff for the Community Facilities District meeting in the Anthem area. He said the meeting was very informative.

Councilmember Guilin complimented the Library and Parks and Recreation Staff. She said the Movies in the Park event was very well attended. She said that staff said they may have to move the event to a bigger facility.

Mayor Rankin thanked Ms. Garcia for the work she had done in her capacity as Interim Town Manager and Town Clerk as well as keeping Council informed of the election process and working with all of the committees.

ADJOURN TO EXECUTIVE SESSION

For the purpose of discussion of the public body in accordance with A.R.S. §38-431.03 (A)(1) to review the applications received for the position of Town Manager and discuss candidates to be interviewed.

For the purpose of discussion of the public body in accordance with A.R.S. 38-431.03(A)(3) and (A)(4) for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-0001325.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

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

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:00 pm.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 19, 2015, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 BOARD AND THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD HELD A SPECIAL MEETING OPEN TO THE PUBLIC ON MONDAY, OCTOBER 26, 2015, AT 6:00 P.M. AT SUN CITY ANTHEM UNION CENTER 3925 N. SUN CITY BOULEVARD, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Rankin called the meeting to order at 6:05 pm.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson, Wall.

Chairman Rankin led the Pledge of Allegiance.

WORK SESSION ON COMMUNITY FACILITY DISTRICTS

USE OF COMMUNITY FACILITIES DISTRICTS AS A PUBLIC INFRASTRUCTURE FINANCING TOOL – PRESENTED BY MARK READER AND ERIKA COOMBS (MILLER), STIFEL NICOLAUS (UNDERWRITER) AND MICHAEL CAFISO, GREENBERG TRAURIG (BOND COUNSEL).

Mr. Mark Reeder, Managing Director, Stifel Nicolaus, explained that the Town Council becomes the Board of Directors in a Community Facilities District (CFD). Stifel Nicolaus is the bond firm and their role is to assist the Town in all the financial aspects of a CFD. They also sell the bonds in the bond market once the economics is completed. The money is then used to invest in the public infrastructure.

Mr. Reeder provided a brief overview of the the CFDs in which he explained the following with regard to the CFDs:
- CFD is a living, breathing, political subdivision, special district formed by the Town Council in 2005
- Sole purpose of a CFD is for financing public infrastructure, primarily for master planned communities.
- CFD can issue three types of bonds
- Two types of bonds that affect those who live in that community.

Mr. Reeder explained that there are two CFDs in Anthem at Merrill Ranch. CFD No. 1 is approximately 7,900 acres and is the largest CFD in the Arizona. CFD No. 2 is approximately 1,100 acres. He said there are some small pockets of land within the Anthem at Merrill Ranch area that were not included in the CFDs for various types of reasons such as commercial purposes.

Mr. Reeder provided an overview on the history of CFDs, which included:
- Legislative authority established CFD in late 1980s

- Financing mechanism that has been used country-wide for many years
- Can finance all types of public infrastructure

Mr. Reeder stated that the District has the authority to issue bonds that are exempt from federal and state taxation. The District issues the bonds and the bonds are then sold to investors. The interest income from the sales is exempt from federal and state taxation for the public infrastructure. This means that the District can borrow at a lower cost than they would otherwise borrow at, which is an advantage to the District and to the developer, in terms of passing costs on.

Mr. Reeder provided a listing of eligible CFD funded public infrastructure, which included:
- Highways, streets, roadways and public parking facilities
- Landscaping
- Sewer and drainage (public utilities)
- Flood control
- Street lights and signalization
- Civic buildings
- Pedestrian malls, parks, recreation facilities (other than stadiums) and related open space areas for assembly or entertainment use
- Lighting systems

Mr. Reeder provided a listing of cities/towns in Arizona that have utilized CFDs for purposes of master planned communities:
- City of Apache Junction
- City of Buckeye
- City of Casa Grande
- City of Coolidge
- City of Goodyear
- City of Litchfield
- City of Mesa
- City of Peoria
- City of Phoenix
- City of Prescott
- City of San Luis
- City of Show Low
- City of Surprise
- City of Tempe
- Town of Florence
- Town of Marana
- Town of Prescott Valley
- Town of Sahuarita

Mr. Reeder stated that approximately 3,000 acres of the approximate 8,000 acres is being developed by Pulte. Pulte is the master developer as well as the home builder for for the Anthem community. He said approximately 4,000 acres were recently sold to

Southwest Development Partners. The majority of land is in CFD No. 1 with a small portion in CFD No. 2. Southwest Development Partners will now be the master planned developers and they will invest in public infrastructure. It is anticipated that they will sell off portions of the land to various home builders.

Mr. Reeder stated that CFDs have the State Law power to issue three types of bonds. He said he will discuss general obligation bonds and special assessment bonds. The master financing plan for this community over the last ten years is to have a secondary property tax rate, or general obligation bonds of $3.25 per $100 of assessed value and $0.30 per $100 for maintenance and operation levy. The combined levy is $3.55 per $100 and it appears on the property owner's tax bill. The goal of the District is to maintain the $3.25 secondary tax rate over the life of the District. This is used for regional public infrastructure.

Mr. Reeder stated that general obligation bonds are generally issued by the District, payable from property taxes. The general obligation tax rate is based on the value of your home and the tax rate. He said the value of the home can change from year to year and the value is applied to the secondary tax rate of $3.25 per $100 of assessed value. This is paid through the property tax levy.

Mr. Reeder stated that in addition to the $3.25 per $100 of assessed value tax rate, the resident also pays a $3,500 fixed rate, per lot, per residential home assessment lien. This lien is also placed on the tax bill, unless it was paid if full at the time of closing. The bond money is used primarily for in tract public infrastructure improvements.

Mr. Reeder stated that in the CFD No. 1, they have issued seven special assessment bonds for approximately $4.7 million and approximately $5 million in G. O. bonds. He said in CFD No. 2 the Board has issued approximately $4 million in special assessment bonds and approximately $5 million in G. O. Bonds.

Mr. Reeder provided an example of how much a resident would pay on a $150,000 home. He explained what the fees are utilized for. He stated that some residents pay the special assessment in full. He said for those who wish to pay it full, there is no pre-payment penalty. General obligation bonds are secured by the property tax and they cannot be paid off.

A member of the audience stated that some of the homeowners are paying the special assessment in bi-annual payments. She said when she sells their home and receives a pay-off from the Town of Florence for they buyer to assume the bond, the amount that is collected with the property taxes is sometimes higher than the original $3,500 amount. The pay-off for the special assessment collected by the Town directly is lower. She asked for clarification on the difference in amounts.

Mr. Reeder stated that from the inception in 2005 through 2009, the statute did not allow for the special assessments to be collected by the County Treasurer on the tax bill. The

Town sent out the billings twice per year. He said the payoffs should not be higher than $3,500.

The audience member stated that she had several that were higher than $3,500. They were for homes built in 2010 and 2011.

Boardmember Guilin stated that at there are several factors that can make the assessment higher than the $3,500 amount. She said some factors include the following:

- If past assessment payments were paid through the property tax bill.
- Interest rate attached for assessment payments not made.
- Penalty may be attached for assessment payments not made.

Boardmember Guilin stated that each account needs to be looked at separately and see what the circumstances are for each of those assessment pay outs at that time.

Mr. Reeder stated that the assessment amount will not exceed $3,500 per principal.

A member of the audience stated that he was told the interest rate is 7.5%. He inquired what the correct interest rate is for the special assessment.

Mr. Reeder stated that the bonds are sold periodically over time when the developer approaches the Town to go to the next stage of development. When they sell the bonds, they are non-rated early stage development bonds. The bonds are priced at the market and they amortized over a 25 year period of time. The bond interest rate in the early stages of the development for the special assessment bonds is anywhere between 6% and 7.5%, depending on the economics. What is going on in the bond market and interest rates in general.

The audience member stated that when he bought his home, he asked the sales representative if there were any taxes or fees that have not been discussed. The sales representative stated that they had covered everything. He said once he went through all of the information, he said he last two pages contained information on the CFD Bond. He said the documents stated “assume an interest rate of 9%”. He inquired if the bonds can be recalled or refinanced.

Mr. Reeder said yes, they can be recalled or refinanced. He stated that the rate is dependent on which bond it is. He stated that he did not have the exact amount with him with regards to the bond that the audience member was referencing. He explained that the rate was dependent on the market conditions at the time of sale of the bonds. He explained as the development matures and as the risk gets diversified and goes away, and the Town can obtain a credit rating, bonds may be refinanced at a savings. He said they are trying to initiate change at the State Legislature next session because State statute currently does not allow the CFD to refinance their special assessment bonds.

Mr. Reeder stated that he believes G. O. bonds allow for refinancing. He said they are currently checking on that option.

Mr. Reeder said the Districts No. 1 and No. 2 are master planned for approximately 33,000 homes. He said approximately 2300 homes have been sold so far within the two districts. He said the commercial is not being developed as fast. He said as the rooftops continue to be built, it will help with several things, including the tax base.

Mr. Reeder discussed the tax base and how it has changed over the years. He said there is an approximate 18 month to two year lag from the time Pinal County values the property until the time it shows up on the tax roll. He discussed how the recession affected the values of the homes and that the tax base was adjusted accordingly. He said as the tax base grows and increases additional bonding capacity without exceeding the $3.55, the District Board will consider the issuance of additional bonds to finance the public infrastructure. The goal is to set the tax rate at $3.55 per $100 assessed valuation.

Mr. Reeder stated that District No. 1 and No. 2 have issued approximately $10 million in bonds. The bonds issued are:

Bond	**Regional Public Infrastructure**
$4,390,000 Series 2008 (District No. 1)	Merrill Ranch Parkway, American Way Constitution Way, Felix Road, Independence Way, Sun City Boulevard, and Anthem Way
$3,560,000 Series 2010 (District No. 2)	Merrill Ranch Parkway, Hunt Highway (Phase I) Storm Drainage
$900,000 Series 2012 (District No. 1)	Regional Fire Station
$500,000 Series 2012 (District No. 2)	Regional Fire Station
$1,850,000 Series 2013 (District No. 2)	Merrill Ranch Parkway, Hunt Highway (Phase 1)
$1,300,000 Series 2016 (District No. 2) (Estimated)	Hunt Highway, Spirit Loop
$1,500,000 Series 2016 (District No. 1) (Estimated)	To Be Determined

Mr. Reeder stated that the proceeds from the bonds are used for regional public infrastructure within the District.

ANTHEM AT MERRILL RANCH – PULTE VISION AND USE OF COMMUNITY FACILITY DISTRICT FINANCING.

Mr. Dan Bonow, Pulte Project Manager, Pulte Homes, discussed how CFDs are applied in the community. He outlined where District No. 1 and District No. 2 are situated. He said there are small pockets of land within the District boundaries that are State Land Trust property and commercial property that have been excluded from the District. He said District No. 1 is significantly larger than District No. 2.

Mr. Bonow explained why there are two districts. He stated that Pulte purchased land from Harrison Merrill, hence the name Merrill Ranch. As they were going through the process, Mr. Merrill was setting up a district. Pulte purchased property from Mr. George Johnson. He said that Mr. Merrill did not want to consolidate the districts. He said the land purchase from Mr. Merrill ended on Constitution. He said Pulte worked with Mr. Merrill to come up with a line that brought each unit into one district or the the other. He said it made things much easier form a special assessment standpoint; when funds are being applied it would go to one district or the other.

Mr. Bonow identified which District each of the subdivisions is in:

- District No. 1
  - Heritage
  - Jubilation
  - Monticello
  - Tapestry
  - Triumph
  - Summerville
- District No. 2
  - Acclaim
  - Belmont
  - Cambridge
  - Destiny
  - Inspiration
  - Savoy
  - Tradition

Mr. Bonow identified the top 20 selling master planned communities in the U.S. in 2014, and all use some type of district financing. He said district financing is common across the country and other developers are using district financing. The top 20 selling master planned communities are as follows:

- The Villages – Florida
- Irvine Ranch – California
- Nocatee – Florida
- Riverstone – Texas

- Mountain's Edge – Nevada
- Stapleton – Colorado
- Alana – Texas
- Valencia - California
- Lakewood Ranch – Florida
- Providence – Nevada
- The Woodlands – Texas
- Rancho Mission – California
- Cinco Ranch – Texas
- Wildwood North – Texas
- Summerlin – Nevada
- Pavilion Park – California
- Lake Nona – Florida
- Woodforest – Texas
- Cross Creek Ranch – Texas
- Canyon Lakes West – Texas

Mr. Bonow stated that the master planned communities in Arizona that use district financing include:

- Sun City Festival
- Verrado
- Eastmark
- Vistancia
- DC Ranch
- McDowell Mountain Ranch
- Marley Park
- Estrella Mountain Ranch

Mr. Bonow provided a District comparison to date, in which he stated the following:

	District No. 1	District No. 2
Size	7,900 acres	1,060 acres
G.O. Bonds issued	$5.3 million	$5.4 million
S. A. Bonds issued	$4.7 million	$4.1 million
Number of units	30,000	3,144
Number sold	1,135	1,137

Mr. Bonow said that District No. 1 is approximately 4% sold out of its lots and District No. 2 is approximately 36% sold out.

Mr. Bonow stated that Pulte invested approximately $200,000,000 plus before they sold their first home, so financing was very important to them. He stated the advantages to a CFD include the following:
- Makes master planned communities more feasible
- Lower home cost

    - Infrastructure costs would have been added to purchase price
    - If added to a mortgage, only mortgage interest is deductible
- Property tax that repays the general obligation bonds
    - Both the principal and interest payments are tax deductible

Mr. Bonow identified what is being financed through CFDs in Anthem through general obligation bonds, which include:

- Hunt Highway
- Merrill Ranch Parkway
- Florence Fire Station No. 2
- Anthem Way
- Constitution Way
- Americana Way
- Sun City Boulevard
- Spirit Loop

Mr. Bonow explained what is not being financed through CFDs in Anthem – General Obligation Bonds, which includes the following:

- Recreation Facilities
    - Community park
    - Poston Butte Gold Course
    - Parkside Recreation Center
    - Sun City Union Center
- Water/sewer infrastructure (West of Felix Road)
    - Johnson Utilities is the provider

Mr. Bonow stated that this allows ownership to remain with the community council. He said the Town of Florence is the provider for water and sewer infrastructure, east of Felix Road, and that infrastructure can be eligible for CFD.

Mr. Bonow explained what is being financed through CFDs in Anthem – Special Assessments, which include the following:

- Currently a $3,500 per lot assessment for infrastructure within the unit itself
- Improvements within the Unit itself
    - Storm Drain
        - Pipe
        - Drainage structures
    - Concrete
        - Curb, gutter
        - Sidewalk
    - Paving

Mr. Bonow identified the top 5 taxpayers in each district based on the primary assessed value for 2015, which include:

- District No. 1
  - Pulte $1.63 million
  - Southwest Value Partners $1.24 million
  - Poston Butte $298,000
  - Curis $251,000
  - T-Mobile $ 37,000

- District No. 2
  - Florence Hospital $2.48 million
  - Vertex I $858,000
  - Southwest Value Partners $254,000
  - Pulte $205,000
  - PLNU $109,000

Mr. Bonow stated that those ten taxpayers (listed above), have contributed approximately $261,000 to the District. He said through 2014, all of them were up to date on their taxes and had no delinquencies.

An audience member inquired who is responsible for the sewage and water since it not part of the Town's infrastructure.

Mr. Bonow explained that Johnson Utilities is responsible for the water and sewer. He said the Felix Road is the boundary line and everything west of Felix Road is serviced by Johnson Utilities. Because Johnson Utilities is a private utility provide, Pulte has separate agreements with Johnson Utilities that prevent Pulte from going for financing the infrastructure on the side serviced by Johnson Utilities.

Mr. Bonow stated that Pulte has the following coming up in the short term, which includes the following:

	District No. 1	District No. 2
Special Assessments	Unit 53 (Parkside) Unit 50 (Sun City)	Unit 36 (Sun City)
General Obligation	$1.5 million bond – 2016	$1.3 million bond – 2016

Mr. Bonow stated Pulte has the following going forward in the next four years:
- Subdivisions
  - Parkside
    - 470 new lots
    - Average sales is 90 per year
  - Sun City

    - 540 new lots
    - Average sales is 120 per year
- Infrastructure
    - Merrill Ranch Parkway – Hunt Highway to the west
    - Constitution Way
    - Spirit Loop – full completion

QUESTIONS FROM BOARD

QUESTIONS FROM THE PUBLIC

An audience member inquired what the $3500 special assessment was for and why isn't it included in the lot price.

Mr. Bonow explained that the assessment is for infrastructure within the subdivision itself and includes, streets, storm drains, and curb and gutter outside of the home. He said the assessment was a decision that was made when they set up the District.

Mr. Dan Hewert, Sun City Resident, stated that he paid his assessment in full. He inquired if it is a tax deduction for him since he paid it this year.

Mr. Bonow stated that he is unable to provide him tax advice.

Mr. Hewert inquired who is responsible for widening Hunt Highway beyond Franklin going towards San Tan.

Mr. Bonow stated that the area is outside of the District.

Chairman Rankin stated that the widening of the road is the responsibility of Pinal County.

Mr. Wayne Costa, Public Works Director, stated that Pinal County recently completed the construction on Gary Road. Roadwork from Gary Road to Bella Vista will start in January 2016. He said from Bella Vista to Magma is approximately 50% designed and anticipate to go into construction in approximately two to two and a half years from now. The final loop within the County is from Magma to Arizona Farms. Pinal County is doing studies to address that section of Arizona Farms with Hunt Highway. Everything south of Arizona Farms to Franklin Road is within the Town's jurisdiction but is outside of the CFD. The Town will have a CIP on this area and should be in place in the next few years.

An audience member stated that it is her understanding that after one year, the street becomes the property of the Town of Florence and inquired if that is correct. She asked if the repairs are then decided by the Town for any street within the community that is over one year old.

Mr. Bonow stated explained when Pulte builds a road for arterial infrastructure in a subdivision, they go through a process. They will obtain a punch list with the Town and correct the items. Once the road is accepted by the Town Council, it goes into a one year warranty period. The Town takes ownership at the end of the one year warranty period.

The audience member inquired if she should address road issues to the Council after the one year warranty period is over.

Chairman Rankin stated that she should address those issues with Public Works. Public Works will then do an inspection of the issue to determine what needs to be done.

The audience member stated that a lot of the crosswalks, especially at Anthem grade school need to be repainted. There are also several streets that are in need of minor repair or need to be repaved. She said that she has been in Florence for eight years and things do break.

An audience member asked for clarification with regards to the bonds. He inquired if the rate of $3.55 per $100 assessed valuation will remain the same regardless of the amount of bonds issued.

Mr. Bonow stated that he is correct. He said the rate has not increased since CFDs were first introduced.

An audience member inquired if funding is available to repaint the lines on the roads and to fix the streets.

Mr. Costa stated that the Town does have a portion of the money available. He said a portion of the $0.30 per $100 assessed valuation for maintenance and operations is used for roads. There is approximately $200,000 in CFD No. 1 and approximately $70,000 in CFD No. 2. He said approximately 60% to 70% is used for maintenance and is scheduled through the Capital Improvement Plan for certain units, which they have scheduled for the next four years. He said Highway User Revenue Funds (HURF) is also used for maintenance.

Mr. Costa explained the work that has been done thus far in the CFDs. He said they are also looking for Transportation Excise Tax Revenue Bonds in order to enhance some programs that are outlined in Proposition No. 407. He said this will occur in the next two years. Improvements will be north of Franklin Road, micro sealing of pavement preservation of Merrill Ranch Parkway and Hunt Highway, intersection improvements at Attaway and Hunt Highway and intersection improvements at Felix Road and Hunt Highway.

Mr. Costa stated that the Town has exhibited an extraordinary amount of traffic growth in the last two years. Just recently, the Town put out a traffic count north of Franklin Road because traffic has increased between 40% and 50%. He stated that an estimate projection on traffic growth went from 12,000 to 17,000. He said the traffic counts one year ago at Attaway approximately was 10,000 of which, approximately 90% are making a left hand turn. He said almost every unit in Anthem is programmed into the CIP for the next four years for pavement preservation and restoration. He said five to six units have been completed to date, which include Units 17, 19, 21, 23, and 25. The units were addressed with concrete and crack seal. He said this is a prerequisite for pavement preservation that will be occurring.

CALL TO THE PUBLIC

An audience member inquired if there will ever be a road from Spirit Loop, up to Franklin to Hunt Highway in the next five to seven years. He inquired where Magma Road is located and asked if it will be a new section of road and asked if that road will connect to the three-lane road by the hospital.

Mr. Larry Putrick, Pinal County Commissioner, stated that they received an update from Pinal County Public Works in which they stated that they will complete the widening of the road by the end of next year. He said the project will include the expansion of Ganzel Road. The access lanes on Ironwood will take longer because they will be adding some strips or lanes for safety factors.

Mr. Bonow stated that there will not be a road for Spirit Loop, up to Franklin to Hunt Highway. He said the intent is to keep the traffic internally.

An audience member inquired if there will be a golf cart path to get to the hospital.

Mr. Bonow stated that Pulte continues to review option. They haven't finalized the master plan to tie in. Originally the hospital had an option for an additional 30 acres and Pulte rezoned it as such. He said the option lapsed and they no longer have an option on that hospital. He said if they would entertain conversations with the hospital owner if they choose to purchase the property.

An audience member stated the Town of Florence Council has done a fine job in being fiscally responsible in managing the budget.

CALL TO THE BOARD

Boardmember Hawkins thanked everyone for attending.

ADJOURNMENT

On motion of Boardmember Anderson, seconded by Vice-Chairman Walter, and carried to adjourn the meeting at 7:50 pm.

_____
Tom J. Rankin, District Chairman

ATTEST:

_____
Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 1 and No. 2 Boards meeting held on October 26, 2015, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, District Clerk

TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
SPECIAL MEETING MINUTES

SPECIAL MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD FRIDAY, OCTOBER 2, 2015, AT 5:30 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Vice-Chairman Adam, Commissioner Smith, Commissioner Reid, Commissioner Novotny, Commissioner Schmidt.

Absent: Chairman Wheeler.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Smith.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the Special Meeting conducted on September 16, 2015.

On motion of Commissioner Smith, seconded by Commissioner Novotny, and carried to approve the Special Meeting Minutes of September 16, 2015.

NEW BUSINESS

DISCUSSION/APPROVAL/DISAPPROVAL of an application for Design Review Signage for Conquest Arms, located at 374 North Main Street, Florence, Arizona.

Will Randolph, Town Planner, stated that Conquest Arms is an Arizona family owned and operated gun dealer and supplier in downtown Florence. One of the main focuses for this new business is to bring education in guns and personal safety to Florence. Due to the large amount of Public Safety employment in Florence, this area is a natural home for firearm services and sales intertwined with the history of the old west.

The purpose of this application is to obtain Design Review Signage approval from the Historic District Advisory Commission on both signs for Conquest Arms.

The applicant proposes two wall signs to be placed on the subject site. The proposed signs will total approximately 56 sq. ft. and be placed in two locations, on the north and east walls. The wall signs meet Town codes and do not exceed the maximum signage allowed per business of 200 sq. ft. Consequently, the Conquest Arms logo will appear on both walls.

Staff notes that the subject signage will not be illuminated and shall not extend horizontally a distance greater than 80% of the width of the building walls.

Additional Sign information:

WALL SIGN No.1:

Content:	"Conquest Arms" Guns Ammo MFG
Location:	Centered above entry way of 368. N Main St.
Height:	Approximately 16' above the sidewalk, centered vertically where the former "Florence Market" sign used to be
Sign dimensions:	Approximately 3' X 8'
Sign Material:	Ink screened on metal

WALL SIGN No. 2:

Content:	"Conquest Arms"
Location:	East side of North facing wall on 374. N Main St.
Height:	Approximately 16' above the sidewalk to coincide with height of Sign No.1.
Sign Dimensions:	Approximately 4' X 8'.
Sign Material:	Vinyl sticker on wood backing

Wall sign No. 2 was approved on August 29, 2012 by the HDAC Commission (Case HDAC-07-12-DR CONQUEST ARMS).

Staff contends that this Signage Design Review application meets Town code requirements.

Staff encouraged the applicant to adhere to the Historic District Preservation Design Guidelines to the subject signs in order to produce signage that reflects the historic character of the District.

Staff finds that this request is in compliance with applicable Town codes, and meets the Town of Florence Historic District Preservation Design Guidelines. Staff hereby recommends the Historic District Advisory Commission to approve the Signage Design Review application for PZ-15-59 DR, subject to the following conditions:

1. Signage shall conform to the exhibits presented on October 2nd, 2015.

2. Design Review approval shall expire in one (1) year from this approval (October 2nd, 2015) if a building permit is not issued for the subject site/project within said period.

The Commission inquired if the existing signs will come down when the new signs are erected. Staff was unsure of the answer; therefore Commissioner Adam recognized the applicant and requested they answer. The applicant stated that as far as he is aware there is no signage on the front. He stated that they have a plan to renovate the façade of the building back to the way it looked during the 1940s and 1950s, with new signage, that will be approved by HDAC. The signs being currently approved are from the store's previous location on Butte. His estimate is that the plan is approximately six months out for renovations.

The Commission inquired if the shop is modeling itself after a Cabella's type of store and the applicant responded that is correct. The store will be all sporting goods.

On motion of Vice-Chairman Adam, seconded by Commissioner Schmidt, and carried to approve the application for Design Review Signage for Conquest Arms, located at 374 North Main Street, Florence, Arizona.

OLD BUSINESS

DISCUSSION/APPROVAL/DISAPPROVAL of an application for a demolition request for the Celaya/Long/Sweeney Residence located at 170 East Ruggles, Florence, Arizona.

Will Randolph, Town Planner, stated that a special Historic District Advisory Commission Meeting was held on September 16, 2015 and resulted in members of the Commission having additional questions for the owners of the property at 170 E. Ruggles. Commission members wanted more details from the property owners regarding conveyance. The property owners were not able to attend the meeting and the Historic Advisory Commission voted to table the demolition request to the September 30, 2015 regularly scheduled meeting.

As initially constructed, the 1876 Celaya/Long/Sweeny Residence was a single story detached dwelling, nearly square in design. The approximate building dimensions are 32 ft wide (E-W) by 48 ft deep (N-S). Exterior walls consist of stucco on adobe and the corrugated metal roof is corrugated metal on a wood-framed pyramidal design.

The dwelling, together with its neighbors, forms an essential part of a unique ensemble of historic structures within the Historic District along Ruggles Street between Willow and Florence Streets.

A recent surge of monsoon storms have come through the Town of Florence, unfortunately causing significant damage to this property and several other structures within the Town. The attached roof, which was attached to prevent water damage to the historic structure, has blown

off of the subject building. A recent external and internal assessment of the facility with Town staff confirmed that prompt action needs to be taken to rehabilitate the Historic building in order to prevent any further damage.

The owners of the property had requested that the Town's Senior Building Inspector determine if the property posed an immediate threat to the public. As stated in a letter from the Senior Building Inspector, no immediate threat exists to the public however; the owners asked staff to proceed with the proposed demolition of the subject property. The cost of the roof repair and the additional cost to rehabilitate the rest of the home have proven to be a great burden which the owners no longer wished to bear.

Staff contended that rehabilitation of the subject property would be the best option for this historic property, however not financially feasible at this time for the current owners.

Staff found the request is in the interest of general welfare, health and safety of the public and therefore recommends that the Historic District Advisory Commission approve the Demolition application.

Vice-Chairman Adam stated she found it odd that when Staff stated the building is structurally sound that they would put into their staff report that it is in the best interest of the welfare, health and safety of the public for the building to be demolished. She wanted to know how that guides the Commission and what they are supposed to do with the contradictory information. She is concerned that if the Commission gives permission to a landowner, who has a structurally sound building, to demolish said building that other owners will follow suit. She would like the verbiage to be changed in the future by removing the portion stating in the general welfare of the public.

Vice-Chairman Adam stated there was an informal meeting with herself and the applicant. She stated that the applicant intended to invest in the property and create a nice commercial space. He obtained engineering designs, took it through SHPO, and has paid attention to the details required to rehab an old building. Bonnie Bariola was able to get the applicant a Heritage Grant, which was approved, and based on that approval the applicant moved forward with rehabilitation plans and spent funds. Unfortunately, the grant money funds were pulled due to the economy and the applicant was never reimbursed the monies that he had already spent. The applicant told Vice-Chairman Adam that demolishing the building is not his first choice, he would prefer to find a buyer. The applicant is willing to put the property on the market and give all of the approved engineering plans to a buyer.

Commission members stated that they would prefer to see the building deteriorate slowly over the years rather than demolishing the building.

Commissioners would like to see a good faith effort by the applicant in hiring a realtor and putting the property on the market.

Ruth Harrison, a Florence resident, was recognized by the Commission to speak on the demolition application. Ms. Harrison stated that the Town, at one time, was willing to bring in the contractor who was working on the library and aquatics center project and that contractor was willing to work on the Cuen Building to bring it back to life. She inquired if this

applicant/owner was willing to give this building to the Town that the Town may be willing to have that contractor work on this building instead and bring this building back to life. At that point, the money gained from the sale of the property could be used for the next building that will need work and the money could continue to live. She also stated that the Town could have a way of collecting money from people within the community who may be willing to donate money to a fund that would help to restore old buildings. Ms. Harrison requested that Mr. Garrison be brought in to speak regarding what other Towns and Cities in the state are doing to preserve their historic buildings. She does not believe he has been brought in yet.

On motion of Commissioner Novotny, seconded by Commissioner Reid, and carried to disapprove the application for a demolition request for the Celaya/Long/Sweeney Residence located at 170 East Ruggles, Florence, Arizona.

STAFF REPORT

UPDATE ON HOME TOUR

Will Randolph, Town Planner, stated staff has had multiple meetings with the Home Tour Committee, which includes Parks and Recreation staff and a couple of Commissioners in addition to Community Development staff. Staff has mailed letters of interest to all of the historic properties within the Home Tour area to gauge who may be interested in opening up their property to the Home Tour event.

UPDATE ON NEGLECTED PROPERTIES

Will Randolph, Town Planner, stated that staff is creating an updated list of prioritization for properties that are currently registered, which are within the historic district and which are not, among other factors. This process is still a work in progress and will be an ongoing continuing list. Ideally, staff would like to set up a workshop with the Town Attorney to determine what extent Town staff is allowed to go in order to help preserve some of the historic buildings. Staff is also finishing with having the signage company complete erecting historic signs at specific properties.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Ruth Harrison, Florence resident, stated the idea about the money was, say that the Town needed $100,000.00, so you divide that up and go to 100 people requesting them to contribute $1,000.00 each, knowing that there is a plan for fixing up a historic property. They would know that this money would continue to live on from one property to the next. She believes that is something to be considered. Ms. Harrison also stated

that she believed when the contractor for the Cuen Building was involved that he wanted to actually own the building and possibly sell it, however her thought is that he may want to say thank you to the Town and this would be a great way for him to say thank you to the Town, by fixing up this building and allowing it to be sold and all of the money to be used to finance the next project.

David Wall, Commander of the American Legion in the Town of Florence, stated that he has recently had the opportunity to meet Oliver Cartwright. Mr. Cartwright attended school at the American Legion during the time that it was an American Legion and during the time of segregation. Mr. Wall stated that he, on behalf of the American Legion, would be honored to have a plaque on the side of the building that designates the segregation time of the African American school. Mr. Wall offered to personally go through the older records stored within the Legion's attic to assist in finding tangible documentation of the school's existence.

CALL TO THE COMMISSION – CURRENT EVENTS ONLY

Commissioner Smith wanted to introduce Oliver Cartwright, because they wanted to discuss the sign and the Commander was in attendance as well. To clear up any confusion, Commissioner Smith stated that the Commission wanted to have a small sign on the American Legion building for the African American school that was within the Legion during the time of segregation.

Will Randolph, Town Planner, stated that staff is in the process of obtaining a plaque for the American Legion building, however, further communication with Mr. Cartwright as well as finding hard facts are needed prior to obtaining the plaque. Staff will continue to search for evidence showing that the historic events actually occurred within the building.

Commissioner Smith does not believe any written evidence will be found, as she stated that it was something they tried to cover up. She continued that many of the people who had assisted Mr. Cartwright are gone.

Commissioner Adam thanked Ruth Harrison for her ideas. She believes that Low Mountain Construction has wrapped up construction, stating that at the time the Cuen Building was being discussed Low Mountain was still onsite, which would have made it less of a hardship for them to possibly support the Town. Commissioner Adam brought to light that the Town of Buckeye, which she believes is similar to the Town of Florence in that they have a crumbling Main Street, the major development is going on just outside of the Town, similar to the Town of Florence and Anthem. She continued that their Town Council has found $100,000 to assist shopkeepers on their Main Street, which they dole out in small increments to help them beautify and keep their buildings maintained. She brought up that Commissioner Smith had recommended to her the National Alliance of Preservation Commission. There is a program in Washington, D.C.

National Alliance of Preservation Commission. There is a program in Washington, D.C. that has set up a trust fund, similar to what Ruth Harrison is recommending, where initially there has to be startup money and once the rehab is done on one building you use those funds to fund another. Commissioner Adam would like staff to set up a work session with Mr. Garrison and anyone else who has ideas on how to get the ball rolling to rehab on the Town's important buildings. She stated that Mr. Garrison has stated they have grant money available to the Town of Florence to start the tracking system. She would like a phone call to be made to SHPO to inquire as to what assistance is available, is money, can they support staff or an internship with a college person, etc. Commissioner Adam would still like to know which are the next five buildings in danger of falling down, and with the help of some of the experts that are within the Town of Florence, which of those are historically significant. She would like an emphasis on historically significant, unoccupied properties.

Commissioner Reid would like to be able to find written documentation within the Legion Club, possibly from their Minutes, financial books showing expenditures, photos, or something else that could verify the African American school claim, as it would be helpful to the Commission to be able to use the item as a verification tool. It helps the Commission to be able to justify a historic marker if a tangible verification item could be located.

ADJOURNMENT

Vice-Chairman Adam adjourned the meeting at 6:15 pm.

X Betty Wheeler
Betty Wheeler

TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, SEPTEMBER 24, 2015 AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

1. CALL TO ORDER

Vice-Chair Pinson called the meeting to order at 6:03 P.M.

2. ROLL CALL:

Present: Don Pinson, Robert Smidt, Linda Fenstermaker, Donald Woolridge

Absent: Vice-Mayor Tara Walter

3. NEW BUSINESS

a. Discussion/Approval/Disapproval of August 27, 2015 meeting minutes

On motion by Boardmember Smidt and seconded by Boardmember Woolridge, and carried to approve the August 27, 2015 meeting minutes.

b. Presentation by the Pinal Partnership Open Space & Trails Committee

Mr. Hughes introduced Charlie Goff and guest; both are members of the Pinal Partnership Open Space & Trails Committee. Mr. Goff proceeded to his presentation.

4. UNFINISHED BUSINESS

a. Update on Tree City USA program

Mr. Hughes advised the Board that in December our Department will apply to get re-certified for the Tree City USA program.

5. STAFF REPORTS

a. Parks and Recreation Director

Mr. Hughes updated the Board on the Library/Community Center project; there are a few punch list items that need to be completed. The

Library/Community Center will be having its Grand Opening on Saturday, October 3, 2015. The celebration begins at 10:00 A.M. and the ribbon cutting is at 11:00 A.M.
Mr. Hughes updated the Board on the National Recreation & Parks Association (NRPA) conference and expo held in Las Vegas, NV.

6. CALL TO THE PUBLIC/BOARD RESPONSE

Ms. Ruth Harrison commented that the brick planters surrounding the trees at Jaques Square were supposed to be removed. Ms. Harrison asked if the Dept. was still planning on removing the planters.

CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITISIM 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 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.

7. CALL TO THE BOARD

None

8. ADJOURNMENT

On motion by Boardmember Smidt, seconded by Boardmember Fenstermaker, and carried to adjourn the meeting at 7:12 P.M.

Approved:

Don Pinson, Board Vice-Chair

Posted 23rd day of October, 2015, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 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 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.****

TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
SPECIAL MEETING MINUTES

SPECIAL MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION TO HELD WEDNESDAY, AUGUST 26, 2015 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Chairman Pranzo, Vice-Chairman Putrick, Commissioner Petty, Commissioner Garcia, Commissioner Fenstermaker

PLEDGE OF ALLEGIANCE

Chairman Pranzo led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on August 6, 2015.

On motion of Commissioner Garcia, seconded by Commissioner Fenstermaker, and carried to approve the regular meeting minutes of August 6, 2015.

PUBLIC HEARINGS

FIRST STREET ZONE CHANGE (PZ-15-50 ZC)

PRESENTATION/DISCUSSION/RECOMMENDATION of a Zone Change request by Piero Buccellato to change the zoning on approximately .36 acres, located at 680 East 1st Street, Florence, Arizona from Neighborhood Multiple Family Zoning District (R-2) to Highway Business Commercial Zoning District (B-2).

Mark Eckhoff, Community Development Director, stated the Buccellato family has operated the popular A & M Pizza restaurant for years. The family is now looking at a potential opportunity to expand their business presence in Florence on the subject and adjacent site.

Piero Buccellato and his brother have purchased two properties off of 1st Street and State Route 79. One lot is zoned Highway Business Commercial Zoning District (B-2) and the other lot is zoned Neighborhood Multi-Family Zoning District (R-2).

The intent of this application is to rezone the subject R-2 zoned property and then expand on to the existing development on the B-2 lot by adding parking, landscaping and other needed improvements with the inclusion of the subject property. Finding suitable sites off of Highway 79 has been an ongoing task until the opportunity to combine these two parcels became a viable option.

This combination of lots is vital to the proposed restaurant/coffee shop in order to accommodate site improvements, setbacks and Arizona Department of Transportation (ADOT) required right-of-way. The subject parcels are designated as Highway Mixed Use (HMU) in the Town 2020 General Plan and the HMU designation is primarily intended to assist with the revitalization of older areas and to provide for a mix of highway-oriented retail goods and commercial services for commuters, workers and residents.

The overall development site consists of two parcels; one parcel is situated fronting State Route 79 and the second parcel is located behind the highway frontage property. The front lot is zoned Highway Business Commercial Zoning District (B-2) and the rear lot is zoned Neighborhood Multi- Family Zoning District (R-2). The subject R-2 parcel has no permanent structure(s) on site. The applicant will combine the two parcels if the zone change is approved by the Town Council.

The applicant attended Technical Review Committee (TRC) meetings with staff and has worked diligently to respond to staff concerns. The Design Review application for the proposed restaurant will be presented to the Planning and Zoning Commission at a later date.

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

1. The proposed zoning is consistent with the Town of Florence 2020 General Plan, specifically the Highway Mixed Use (HMU) designation.

2. The proposed zoning and development of the site should facilitate ongoing revitalization and redevelopment efforts along the State Route 79 Corridor.

3. Minimal impact will result to surrounding property owners from proposed zone change.

The applicant reached out to all Town residents and other property owners though a public participation process that includes:

- A neighborhood meeting was held at Town Hall Council Chambers;
- A notice for the Planning and Zoning Commission public hearings was mailed to all property owners within three hundred (300) feet of the site;
- Property Posting (Signs) - Notice of Public Hearing for a PUD was posted on the site in one location;
- Advertisements in the local Town paper and Public Notice section of the Town's website;
- One public hearing for the Planning and Zoning Commission; and
- Town Council public hearing.

Staff received public inquiries on the case, though no direct support or opposition had been indicated.

Staff found that the proposed 1st Street Zone Change (PZ-15-50 ZC) is in compliance with the Town's 2020 General Plan and is in the interest of general welfare, health and safety of the public and therefore recommends that the Planning and Zoning Commission forward to the Town Council a favorable recommendation for this Zone Change, subject to the following condition:

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

Chairman Pranzo opened the public hearing.

Piero Buccellato, a Florence resident, was asked by Commissioner Fenstermaker if there was an error in the document that lists himself and his father as the property owners. Mr. Buccellato stated that it is not himself and his father that are the property owners, it is himself and his brother that are the property owners.

Commissioner Fenstermaker would like the document to be amended prior to the case going before the Town Council to show that the property owners are Piero and Paolo Buccellato.

Commissioner Pranzo inquired if there were additional charges for Mr. Buccellato to reapply for the rezoning. Mr. Buccellato, stated that he was not double charged for the rezoning application.

Chairman Pranzo closed the public hearing.

Chairman Pranzo opened questioning to the Commission.

Commissioner Petty inquired if there has been any public inquiry into the zone change.

Mr. Eckhoff stated that there have been multiple postings and no public inquiry.

On motion of Commissioner Petty, seconded by Commissioner Garcia and carried to forward a favorable recommendation to Town Council on the Zone Change from Neighborhood Multiple Family Zoning District to Highway Business Commercial District.

BONNYBROOKE SOLAR PROJECT MINOR GENERAL PLAN AMENDMENT(PZ 15-47 MGPA)

PRESENTATION/DISCUSSION/RECOMMENDATION of an application by Solar Star Arizona VII, LLC (a subsidiary of SunPower Corporation, Systems [SunPower]), for a Minor General Plan Amendment to the Town's 2020 General Plan Land Use Map to change the land use designation on approximately 9 acres located along the subject site's Diversion Dam Road frontage from Open Space (OS) to Employment/Light Industrial (E/LI) in order to support a companion PUD zoning request for a proposed photovoltaic solar facility.

Gilbert Olgin, Senior Town Planner, introduced Drew Gibbons with the Bonnybrooke Solar Project. Mr. Gibbons an Oakland, California resident stated that SunPower was founded in 1985, headquartered in San Jose, California, and has over 1,500 megawatts of power plants and operations. The proposed project is 50 megawatts. He also stated that they have over 6,000 employees and the company is publicly traded. Mr. Gibbons explained that SunPower built the Copper Crossing Solar Ranch which completed construction at the end of 2011 and providing clean power to approximately 4,000 homes. If the Town approves the project, SunPower would like to start construction in the October/November timeframe and it will be online in 2016. According to Mr. Gibbons, the net benefit to the Town after costs are considered will be almost $500,000 during construction and $1.2 million over the project life. It was explained that the facilities are low profile, clean running with minimal noise, traffic, and/or dust.

Mark Eckhoff, Community Development Director, stated that this application pertains to approximately nine acres of agricultural land that is part of an approximately 282 acre site that is being considered for a proposed photovoltaic (PV) solar facility. The proposed Bonnybrooke Solar Project (BSP) site is generally bounded by Diversion Dam Road to the south, the Bonnybrooke Road alignment to the north, Padilla Road to the west and the Quail Run Road alignment to the east.

The intent of this Minor General Plan Amendment (MGPA) is to amend the land use designation on approximately nine acres from Open Space (OS) to Employment/Light Industrial (E/LI). This designation is appropriate for the property today and in the future considering its surrounding designations and the proposed BSP plans.

The BSP site is currently zoned General Rural Zone (GR) in Pinal County. Upon annexation, the BSP site would receive comparable Single Family Ranchette (R1-R) Zoning District. Concurrent with this MGPA, the applicants are proposing to zone the site to Planned Unit Development (PUD) for the proposed BSP. The proposed zoning would be consistent with the proposed General Plan land use designation. Zoning will be contingent on the approval of annexation 2015-02.

This MGPA is consistent with the goals and objectives of the Town's General Plan. For instance, an objective of the Town of Florence 2020 General Plan Energy Element is to "maximize use of renewable energy sources." The generation of electricity through utility-scale PV solar sites achieves numerous goals including reduced dependence on foreign oil, reduced emissions of gases and particulates associated with carbon-based power generation and increased local availability and generation of renewable, clean energy.

If the applicant is successful in their endeavor to erect the PV solar facility, this would bring the Town's total commercial PV facilities to five.

When the Planning and Zoning Commission and Town Council are considering an amendment to the 2020 General Plan, the applicant must justify the need for Minor Amendment to the General Plan through a series of questions:

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

   Staff contended that the current Open Space land use classification is not suitable with current proposed plans by the applicant. Amending the General Plan Future Land Use Map at this location from OS to E/LI and concurrently applying for a PUD for the proposed PV solar facility would align the 2020 General Plan with zoning and development plans.

   The surrounding properties in the immediate area consist of compatible uses, more specifically the Arizona State Prison Complex to the southeast,

agriculture land, similar penitentiary complexes and a few residential homes to the west. Agriculture land and undeveloped land exist to the north.

Circulation classifications will not be affected by this proposed amendment to the 2020 General Plan.

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

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

      The proposed Minor GPA would support the overall goals and objectives of the 2020 General Plan by incorporating Employment/Light Industrial (E/LI) uses in proximity to similar land uses or where there is a need for such uses. The proposed land use is compatible with the existing terrain, surrounding land development characteristics and supports renewable energy use.

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

      The proposed E/LI land use designation will support and conform to existing land uses and development patterns in the surrounding area. The amendment will not conflict with the hierarchy of roadways previously proposed in the 2020 General Plan.

      North Quail Run Road is classified as a major collector and will be the property's main point of access on its eastern boundary and is identified within the Small Area Transportation Study (SATS). Furthermore, staff contends that the proposed project will create minimal traffic and will be consistent with the functional role of this roadway.

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

      The proposed E/LI land use designation is consistent with the surrounding designations and no incompatible or isolated land uses will be created, nor will any additional burden on services and circulation systems be created. As mentioned, the MGPA only applies to approximately nine acres of the proposed BSP that is currently designated as open space.

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

   In order for the subject site to reach the proposed use's full potential, the current land use designation of Open Space on a small portion of the BSP site is considered a constraint for the proposed development.

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

   The proposed PV solar facility, which requires minimal water and sewer accommodations, which will benefit from existing wells. If approved by the Town Engineer and Pinal County, the Operations building will have a small septic system.

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

   Upon annexation, Police and Fire protection for the future PV solar facility will be served by the Town of Florence. The proximity of the subject site to downtown Florence places the project within the existing service area for Police and Fire protection.

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

   The proposed project will not contribute to the demand for these services.

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

   The proposed development is not expected to change the current demand for public facilities and services; therefore, there are no projected impacts to the demand for public facilities and services as a result of the project.

   Elliot D. Pollack and Company, an Arizona economic and real estate consulting firm, was hired to prepare an economic impact study of the project.

In general, it was concluded that that the BSP would have a positive fiscal impact on the Town, Pinal County and the Florence Unified School District.

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

   This amendment will have minimal effect on the ability of the Town to sustain the physical and cultural resources in reference to water quality, energy, natural and human-made resources necessary to meet the demands of present and future residents.

   The proposed PV solar facility will comply with all Town, County, State and Federal regulations as they may apply.

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

   There are no changes in Federal or State Laws or Policies that substantiate, require or restrict this proposed MGPA.

   - The Employment/Light Industrial (E/LI) land use designation has been identified for suitable areas within the Town's Planning Area;

   - The OS land use designation in the subject area was generally applied to reflect the location of multiple canals in the area and this change will not impact the intent of such designation;

   - The proposed Minor General Plan Amendment is in compliance with the goals, objectives and strategies of the Town's 2020 General Plan;

   - A substantial public notification effort has occurred for this MGPA and staff notes that there have been few comments made on the proposed amendment; and

   - The proposed designation should have little to any impact to surrounding property owners.

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

   - A neighborhood meeting was held at the Florence Holiday Inn Express:

- Notices for public hearings were mailed to all property owners within six hundred (600) feet of the site and others;

- Property Posting (Signs) - Notice of Public Hearing for a Minor General Plan Amendment was posted on the site in three locations;

- Advertisements in the local Town paper and Town's Public Notice website;

- One public hearing for the Planning and Zoning Commission; and

- Town Council public hearing.

Staff has received public inquiries on this case, though no direct support or opposition has been indicated.

Commissioner Fenstermaker had a question regarding the height of the facility.

Chairman Pranzo opened the public hearing.

No public comment.

Chairman Pranzo closed the public hearing.

On motion of Commissioner Garcia, seconded by Commissioner Petty and carried to forward a favorable recommendation to Town Council on a Minor General Plan Amendment to the Town's 2020 General Plan Land Use Map to change the land use designation on approximately 9 acres located on the subject site from Open Space to Employment/Light Industrial.

BONNYBROOKE SOLAR PROJECT PLANNED UNIT DEVELOPMENT (PZ 15-48 PUD)

PRESENTATION/DISCUSSION/RECOMMENDATION of an application by Solar Star Arizona VII, LLC (a subsidiary of SunPower Corporation, Systems [SunPower]), proposing a Zone Change from initial comparable zoning, Single-Residential Ranchette (R1-R) to Planned Unit Development (PUD) zoning to develop a Photovoltaic solar facility on approximately 282 acres of land. The Bonnybrooke Solar Project is a proposed utility-scale photovoltaic (PV) solar energy facility planned for the subject site that is generally bounded by Diversion Dam Road to the south, the Bonnybrooke Road alignment to the north, Padilla Road to the west and the Quail Run Road alignment to the east.

The applicant intends on developing the Bonnybrooke Solar Project (BSP) on property that is part of a proposed annexation. The BSP, to be owned and

operated by SunPower, will generate renewable energy to help sustain and support power needs and provide employment opportunities. The proposed project is requesting a Planned Unit Development (PUD) zoning to specifically allow for the construction and operation of a PV solar facility.

SunPower requested a zone change to accommodate the proposed BSP, a utility-scale PV solar energy facility that may produce up to 50 megawatts (MW). The approximately 282 acres site is bounded by Diversion Dam Road to the south, the Bonnybrooke Road alignment to the north, Padilla Road to the west and the Quail Run Road alignment to the east.

The PV solar facility will produce much needed clean, renewable energy resources to supplement regional power needs and the project will also bring additional employment opportunities to Florence, though mostly during construction. The proposed BSP is compatible with the surrounding area and represents a low-impact and beneficial use for this area of the development.

A range of the permitted uses within this PV Solar Facility District are as follows:

1. Solar photovoltaic panels.
2. Inverter structures.
3. Operations and maintenance facility building.
4. Accessory structures and facilities necessary to support a renewable energy facility.
5. Equipment yards directly related to PV Solar Facility District development.
6. Wireless communication facilities up to 30 feet in height (higher than 30 feet require a Conditional Use Permit (CUP).
7. On-site project substation.
8. Transmission and interconnection facilities related to the energy facility.

As in any district, property and development standards are proposed for this PV Solar Facility District. Such standards relate to setbacks, parking and other site development criteria as discussed below.

General Lot and Height Standards

Lot Configuration and Height Standards*	
Minimum Site Area	N/A
Minimum Lot Area	N/A
Minimum Lot Width	N/A

Minimum Lot Depth	N/A
Maximum Height (for solar panels)	20 feet
Maximum Height (for buildings)	30 feet

*Heights for transmission and distribution lines are exempt from these guidelines and subject to the design standards of the local utility. Heights for telecommunication towers may be increased only with approval of a Conditional Use Permit (CUP).

Property and Development Standards

Setback Standards*	
Minimum Front Yard	20 feet
Minimum Corner Yard	20 feet
Minimum Interior Side Yard	20 feet
Minimum Rear Yard	20 feet

*Setbacks are measured from the property lines post consideration of required roadway dedications. Landscaped areas, circulation routes and/or gates/fences may be located within the setback areas defined above.

Minimum Parking Requirements

Parking Standards*	
Temporary Construction Parking	As required to ensure adequate on-site parking
Permanent Parking	Per the Town approved Site Plan

* Parking to be provided for the operations and maintenance building and visitors. Parking will comply with ADA and local requirements.

SITE ACCESS

Site ingress and egress for the project will be provided off of Quail Run Road.

Improved access would be provided by Diversion Dam Road and leading onto Quail Run Road. A permanent driveway would be established toward the northern portion of the site near the Operations building.

A secondary/emergency access would be provided along Diversion Dam Road. This will include a 20' wide gated access road.

The main driveway, an all-weather gravel road consisting of a 6-inch minimum aggregate base course (ABC) over compacted earth, would lead to the facility's switching station and the Operations building. Internal circulation will be provided via an internal roadway grid. Details pertaining to types, sizes and materials for internal roads within the project to be addressed at a subsequent Design Review application.

OPERATIONS BUILDING

An operations building would be located adjacent to the project substation and the SRP switchyard. The approximately 1,500 to 2,000 sq. ft. structure would provide offices, materials storage, an equipment warehouse and restroom facilities.

The site development and grading would be designed to provide access to all entrances and exterior ground-floor exits and access to normal paths of travel. The O&M building design details will be addressed at a subsequent Design Review application.

In addition, a project switching station would also be near the site entrance. The project switching station would occupy about 65,000 sq. ft. and would be fenced. A proposed project substation would be located adjacent to the switching station and occupy approximately 40,000 square feet. Staff noted the SRP Switching Yard, would be designed per Salt River Project's Design Standards.

PARKING STANDARDS

Permanent parking and access to parking spaces must be concrete, asphalt or other material approved by the Community Development Director. Access ways (circulation) to permanent parking will also be improved with like materials. Other circulation areas would be improved subject to the requirements of the Fire and

Public Works Departments.

Temporary parking will be permitted on unpaved, graveled parking surfaces during the construction portion of the project however permanent parking would be required for a Certificate of Occupancy to be issued.

PARKING STALL DIMENSIONS

Parking stalls may be 90 degree angles, with the exception of ADA compliant parking stall.

Parking stalls shall be a minimum of the following:

- 9' in width x 18' in length.
- One van accessible ADA parking stall:
    - 13' in width with 5' ADA ramp x 18' in length.

WATER

On site wells would provide sufficient water for the operation and maintenance of the project. If potable water source is required, an exempt well would be developed.

If a private well is required, the placement of the necessary water infrastructure, including, but not limited to, water mains, wells, pumps, and water storage facilities within the project and will be subject to the Town Engineer approvals.

SITE AND BUILDING LIGHTING

All lighting for external illumination of buildings, parking and outdoor uses shall be directed down and away from adjacent properties and shall be designed to minimize glare. Outdoor lighting fixtures shall be arranged and shielded so that lighting shall not shine or reflect directly onto adjacent residential property and as directed per Town of Florence Codes.

SITE FENCING

Security fencing will enclose the property. Fencing is a federal regulation for all utilities to protect the public. Fencing types and locations are summarized in the following table:

Security Fencing		
Property Side	**Height**	**Type**
North and East	7 feet	Chain link with vertical slats
West	7 feet	Chain link
South	6 feet	Integral color masonry wall

All wall/fencing design details will be addressed at a subsequent Design Review application.

LANDSCAPE

Landscape will be provided along the south property line and approximately 1,300 feet along the west property line, starting at the southwest corner going north. Plantings shall consist of water conserving trees and shrubs. All landscaping details will be addressed at a subsequent Design Review application.

TRANSPORTATION INFRASTRUCTURE AND CIRCULATION

The circulation plan will be developed consistently with recommendations from the Community Development Director and Town Engineer. The transportation infrastructure will be designed per the Small Area Transportation Study (SATS) and the direction from the Town Engineer. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Engineer and Community Development Department reviews and approvals of development/construction plans and engineering reports.

The proposed zoning will be in compliance with the Town's General Plan upon approval of a companion Minor General Plan Amendment on the subject site.

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

1. The proposed zoning will be in compliance with the Town's General Plan upon approval of a companion Minor General Plan Amendment on the subject site.

2. Based on the general compatibility of adjacent land uses, approval of the PUD is expected to have minimal impact on surrounding neighbors, as conditioned.

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

- Neighborhood meeting was held at the Florence Holiday Inn Express;
- Notices for public hearings were mailed to all property owners within six hundred (600) feet of the site and others;
- Property Posting (Signs) - Notice of Public Hearing for a PUD was posted on the site in three locations;
- Advertisements in the local Town paper and Town's Public Notice website;
- One public hearing for the Planning and Zoning Commission; and
- Town Council public hearing.

Staff received public inquiries on this case, though no direct support or opposition has been indicated.

Staff found that the proposed application for the Bonnybrooke Solar Project Planned Unit Development (PZ 15-48 PUD) to allow a proposed PV solar project is in compliance with the Town's 2020 General Plan, as amended per a companion Minor General Plan Amendment request and is in the interest of general welfare, health and safety of the public and therefore recommended that the Planning and Zoning Commission forward to the Town Council a favorable recommendation, subject to the following conditions:

3. The development of the subject site shall be in conformance with the Bonnybrooke Solar Project PUD development book dated July 6, 2015, and also subject to any applicable Town codes, ordinances and building codes including all applicable planning, building, fire, engineering and Design Review requirements.

4. Property Owners agreed to waive claims for diminution in value pursuant to Proposition 207 [A.R.S. 12-1134] pursuant to the waiver attached hereto as Exhibit B.

5. The extent of all on-site and off-site improvements required by the Town, as well as the phasing of such, shall be subject to further Town Engineer and Community Development Department reviews and approvals of development/construction plans and engineering reports.

6. Street right-of-way dedications for Diversion Dam and Quail Run Road shall be per the Small Area Transportation Study (SATS), except as may be modified upon the final review and determinations of the Town Engineer.

7. Final plans for grading, drainage, infrastructure phasing, right-of-way dedications, roadway improvements, water plans and sewer plans are subject to the review and approval of the Town Engineer.

8. All future development of the subject project proposed by this PUD shall be subject to the Town's Design Review application process, which shall consider, amongst other things, site design, architectural designs, building materials, lighting, parking, landscaping, grading, drainage, access, circulation, building colors, signage, building locations, buffering, sanitation, walls, fences, fire protection and compatibility with surrounding properties. Design Review approval is required prior to the issuance of building permits for the site.

9. A landscape and irrigation plan is required for the project landscaping that will be installed along the Diversion Dam Road frontage.

Chairman Pranzo opened the public hearing.

No public comment.

Chairman Pranzo closed the public hearing.

Vice-Chairman Putrick stated to the applicant that he also serves on a County Commission and they came to the County a few months back and had a lot of opposition from surrounding land owners. He was glad that there wasn't the same opposition within the Town.

Commission members made various kind comments regarding the Clark's house and the solar panels.

It was asked and answered that there would be no impact to residents.

Chairman Pranzo had multiple questions regarding revenue to the Town.

On motion of Commissioner Petty, seconded by Commissioner Putrick, and carried to forward a favorable recommendation to Town Council proposing a Zone Change from initial comparable zoning, Single-Residential Ranchette (R1-R) to Planned Unit Development Zoning for the subject site.

DIRECTOR'S REPORT

Mark Eckhoff, Community Development Director, welcomed the new Town Planner, Will Randolph to the Community Development team. Mr. Eckhoff also stated that the Town can look forward to the library opening up the following week and a grand opening coming soon after that. There would be an open meeting law training class commencing on Monday, August 31, 2015. It was brought up that the Taco Bell project is continuing to move forward and the plans are currently being reviewed. The Sandstone Solar project is also moving forward. Florence welcomed its newest business, The Florence Café. The sign code case with the Town of Gilbert was discussed and Mr. Eckhoff stated that Florence will be working on a major overhaul of the sign code in the near future.

CALL TO THE PUBLIC/COMMISSION RESPONSE:

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

Lisa Garcia, Florence staff, stated that on August 31, 2015 the Town is inviting the members of the Town's Boards and Commissions to hear the Arizona Ombudsman speak about the Arizona Open Meeting Law. She stated that it is a wonderful opportunity to have the Attorney General's office come to the Town and speak to everyone regarding what the laws mean and how we best go about doing business with the Town of Florence.

Ms. Garcia also stated that on September 14, 2015 the Town is having Lance Decker come and speak. She stated for those that sign up there will be a book called, "Over My Dead Body" and it is a workbook for community involvement. Ms. Garcia let the Commission know that she had a list with her and would be happy to sign up any Commission members who were not already signed up.

CALL TO THE COMMISSION

Commissioner Putrick stated the he was interested in going to Tucson for a class, however the County will be sending him to the APA conference. Mr. Putrick mentioned that The Phoenix Mart is finally beginning construction off Highway 287. He stated that the City of Coolidge has effectively annexed an area southeast of Highway 287 and north of Interstate 10 and the Union Pacific yard at Redrock is still open. The State Land Commission was the stall with that project and there is now a new State Land Commission Director. The expansion at Hunt Highway is completing phase two and beginning phase three in September 2015. Mr. Putrick stated that a portion of phase three will be the extension of Gantzel which will be done in two pieces. Plan A is the intersection

of Gantzel and Bella Vista across through the neighborhood and Plan B is from the edge of that neighborhood out to Hunt Highway. It will be done without moving the transmission tower.

Commissioner Fenstermaker formally requested the sign package for Resolution 91705. He stated the section Gilbert Olgin, Senior Town Planner, had given him is Section 15 in regards to signs, the last two sentences stated the Town and Developer acknowledge and agree that any and all amendments to the developer's sign package. He would like to see the sign package and would like to see where it is approved by the Town, since it must be approved in writing by the Town and Developer.

ADJOURNMENT

On motion of Commissioner Putrick, seconded by Commissioner Garcia, and carried to adjourn the meeting at 6:57 pm.

X _____
Gary Pranzo

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 10a.**
MEETING DATE: November 16, 2015 **DEPARTMENT:** Administration **STAFF PRESENTER:** Lisa Garcia, Interim Town Manager **SUBJECT:** Multiple Ordinances removing set fees from Code		☐ **Action** ☐ **Information Only** ☐ **Public Hearing** ☐ **Resolution** ☒ **Ordinance** ☐ **Regulatory** ☒ **1st Reading** ☐ **2nd Reading** ☐ **Other**

RECOMMENDED MOTION/ACTION:

First reading of ordinances that remove fees from the Town Code of Ordinances:

1. ORDINANCE NO. 641-15: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING TITLE III: ADMINISTRATION, SECTION 32.012 FEES.

2. ORDINANCE NO. 642-15: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING TITLE VII: TRAFFIC, 73.11(B) PARKING, STANDING, LOADING OR UNLOADING OF COMMERCIAL MOTOR VEHICLES ON MAIN STREET BETWEEN BUTTE AVENUE AND RUGGLES STREET PROHIBITED.

3. ORDINANCE NO. 643-15: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING TITLE VII: TRAFFIC, 74.10 ESTABLISHMENT OF FEES FOR SERVICES PROVIDED BY THE MAGISTRATE COURT.

4. ORDINANCE NO. 644-15: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING TITLE IX: GENERAL REGULATIONS, 95.07 FEES AND CHARGES, AND 97.039 PURCHASE AND TRANSFER OF INTERMENT.

5. ORDINANCE NO. 645-15: AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING TITLE XI: BUSINESS REGULATIONS, 112.16 LICENSE FEES AND 112.18 APPLICATION AND FEES.

BACKGROUND/DISCUSSION:

On August 16, 2010, the Florence Town Council adopted Budget and Fiscal Policy Resolution No. 1263-10. Section 5.0 of that policy sets the procedure for user fee cost recovery. This policy requires cost analysis to be performed for all Town services in order to determine if fees collected are covering Town's cost of service. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

Town fees (excluding development impact fees 9-463.05, business fees ARS 499.15, fees requiring a rate study, and penalties set by ordinance) do not require Council approval. Authority level for fees is established in Resolution No. 1263-10. In the past, fees were removed from the Code of Ordinances and codified in the Florence Schedule of Fees. Code revisions and codifications are no longer required each time a fee is amended or added. Council receives notices when fees are changed.

In addition to the requirements as prescribed by Resolution No. 1263-10, the Town is required to provide notice of all new or revised Town Fees on the Town of Florence website. Notice of proposed changes to fees requires posting prior to implementation and new charges are posted for 60 days prior to implementation.

FINANCIAL IMPACT:

The Town gains flexibility to increase fees as necessary to cover cost as established in Resolution No. 1263-10. The Town pays the cost for the publication in the Florence Reminder of all adopted Ordinances.

STAFF RECOMMENDATION:

Staff recommends the adoption of Ordinances.

ATTACHMENTS:

Budget and Fiscal Policies
Ordinance No. 641-15
Ordinance No. 642-15
Ordinance No. 643-15
Ordinance No. 644-15
Ordinance No. 645-15

Town of Florence

POLICY TITLE: BUDGET AND FISCAL POLICY	**EFFECTIVE DATE:** September 15, 2010
RESPONSIBLE DEPARTMENT: FINANCE	**AP / RESOLUTION NO.:** Resolution No. 1263-10
APPROVAL: ☐ TOWN MANAGER SIGNATURE: _____ ☒ TOWN COUNCIL DATE APPROVED: August 16, 2010	REFERENCES: Grants Policy

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1.0 **Purpose**

The purpose of this policy is to emphasize and facilitate long-range financial planning, maintain a diversified and stable revenue base to protect the Town from short-term fluctuations in any one-revenue source: to link resources with results by identifying community needs for essential services***;*** organize programs required to provide essential services***;*** establish programs, policies and goals which define the nature and level of services required***;*** identify and appropriate resources required for performing program activities***;*** and set standards to measure and evaluate the output of program activities and accomplishments.

2.0 **Scope**

This policy affects all Elected Officials and all Town employees who have a fiscal responsibility in either developing or implementing programs or in managing a departmental budget.

3.0 **Responsibilities**

The Finance Director is responsible for the administration and enforcement of this policy. Town employees who have fiscal responsibilities either in developing or implementing programs are responsible for following this policy.

4.0 **Policy**

4.1 Budget

It is the policy of the Town to use a fiscal budget. The budget will emphasize long-range planning and effective program management**.**

4.11 Budget Schedule

Annually the Finance Department provides a budget preparation schedule outlining the preparation timelines for the proposed budget. Budget packages for the preparation of the budget, including forms and instructions, shall be distributed to the Town departments in a timely manner for the department's completion. Department Heads shall prepare and return their budget proposals to the Finance Department as required in the budget preparation schedule.

4.12 Budget Submittal

The Town Manager shall submit to the Town Council a proposed annual budget and shall execute the final budget pursuant to ARS § 42.17101 through § 42.17105.

4.13 Budget Administration

The Chief Fiscal Officer (CFO) has the authority to make administrative adjustments to the budget as long as those changes will not have a policy impact nor affect budgeted year-end fund balances. The Council may amend the budget at any time after its adoption by majority vote**.**

4.14 Balanced Budget

The Town will maintain a balanced budget over the fiscal period. Ending fund balance (or working capital in the enterprise funds) must meet minimum policy levels as established in the Fund Balance Policy. Operating program appropriations not spent during the budgeted fiscal year may be carried over for specific purposes into the next fiscal year with the approval of the Town Manager.

4.2 General Revenue Management

4.21 Diversified and Stable Base

The Town will seek to maintain a diversified and stable revenue base to protect it from short-term fluctuations in any one-revenue source.

4.22 Current Revenues for Current Uses

The Town will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.

4.23 One Time Revenues

One-time revenues from the General Fund will be used to fund capital projects related to the General Fund departments and capital improvements, land purchases and projects, including debt services related to capital projects. Enterprise Funds must utilize their own revenue sources for capital projects. One-time revenues include the following but are not limited to:

- Sales tax from private construction
- Permitting and related fees from private construction
- Other one-time revenues as determined by the CFO

4.24 Interfund Transfers and Loans

The Town has established various special revenue, capital projects, debt service and enterprise funds to account for revenues whose use should be restricted to certain activities. Accordingly, each fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures, and fund equity.

4.241 Any transfers between funds for operating purposes are clearly set forth in the annual budget, and can only be made by the Finance Director in accordance with the adopted budget. These operating transfers, under which financial resources are transferred from one fund to another, are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons, and are not intended to result in a transfer of financial resources by the end of the fiscal year. In summary, interfund transfers result in a change in fund equity; interfund borrowings do not, as the intent is to repay the loan in the near term.

From time to time, interfund borrowings may be appropriate; however, borrowings are subject to the following criteria in ensuring that the fiduciary purpose of the fund is met.

4.2411 The Finance Director is authorized to approve temporary interfund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 45 days.

4.2412 Any other interfund borrowings for cash flow or other purposes require case-by-case approval by the Council.

4.2413 Any transfers between funds where reimbursement is not expected within one fiscal year shall not be recorded as interfund borrowings; they shall be recorded as interfund operating transfers that affect equity by moving financial resources from one fund to another.

4.3 Reporting

4.31 Annual Reporting

The Town will contract a qualified independent Certified Public Accountant to perform an annual audit. The Town will strive for an unqualified auditor's opinion. The Town will use Generally Accepted Accounting Principles in preparing its annual financial statements, and will strive to meet the requirements of the Government Finance Officers Association's Award for Excellence in Financial Reporting Program. The Town will issue audited financial statements within 180 days following fiscal year-end.

4.32 Mid-Year Budget Reviews

The Council will formally review the Town's fiscal condition, and amend appropriations if necessary, six months after the beginning of each fiscal year.

4.33 Interim Reporting

The Town will prepare and issue timely interim reports on the Town's fiscal status to the Council and staff. This includes monthly financial reports to the Council and Department Heads.

4.34 Goal Status Reports

The status of major program objectives will be formally reported to the Council on an ongoing, periodic basis.

4.4 Enterprise Funds

4.41 Water, Sewer, and Sanitation

The Town will set up utility enterprise fund fees and rates for the purpose of accounting for operations that are financed and operated in a manner similar to business enterprises. It is the intent of Council that

all costs (expenses, including depreciation, of providing goods and services) to the general public on a continuing basis be financed or recovered primarily through user charges. The periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance/projects, public policy, management control, accountability, or other purposes.

4.42 Allocation of Support Services

Centralizing support services provides efficiency to areas of a municipality including utilities by eliminating the duplication of functions. Through a system of cost allocation, the costs for these services are distributed to the appropriate funds. Proper cost allocations are necessary to set utility rates.

4.43 Enterprise Fund Objectives

The Town's objective is to equitably distribute the cost for services to the end user. The projected revenue raised from user fees allows much of the cost of services to be taken off the property tax levy.

4.44 Ongoing Rate Review

The Town will review and adjust enterprise fees and rate structures as required to ensure that they remain appropriate and equitable.

4.5 Revenue Distribution

4.51 Distribution Standards

The Council recognizes that Generally Accepted Accounting Principles for state and local governments discourage the "ear-marking" of General Fund revenues, and accordingly, the practice of designating General Fund revenues for specific programs should be minimized in the Town's management of its fiscal affairs. Approval of the following revenue distribution standards does not prevent the Council from directing General Fund resources to other functions and programs as necessary.

4.52 Shared Revenues

4.521 State Transaction Privilege Tax (Sales Tax): There is no restriction on the expenditures of these revenues.

4.522 State Income Tax: There is no restriction on the expenditure of these funds, except that they must be expended for a municipal purpose.

4.523 Highway User Revenues: One-half of the monies the Town receives are distributed on the basis of municipality's population in relation to the population of all incorporated cities and towns in the State according to the most recent census. The remaining half is allocated to the county of origin. No more than one half of the prior year's Highway User Revenue Fund (HURF) can be used for debt

service (A.R.S. § 48-689). There is a State constitution restriction on the use these funds solely for street and highway purposes.

4.524 Vehicle License Tax: The only stipulation on the use of this revenue is that it must be expended for a public use.

4.525 Transportation Excise Tax: The tax is to be used solely for highway and streets purposes: the design, right-of-way acquisitions and construction, reconstruction, maintenance repair and roadside development of county, city and town roads, streets and bridges. It may also be used to pay principal, interest, redemption premiums and bond related costs, acquisition of land, and construction of highways, roads, streets and bridges.

4.526 Property Taxes

The Town has a primary property tax. The tax is levied on an annual basis during the budget process. The tax is based upon the net assessed valuation provided by the Pinal County Assessor.

4.5261 Community Facility District: This is a Levy ad valorem tax for debt service payments. The tax is levied upon the net assessed valuation of the properties within the District.

4.5262 Streetlight Improvement Districts: This is a Levy ad valorem tax for operation and maintenance and administrative fees. The tax is levied upon the net assessed valuation of the properties within the District.

4.527 Transaction Privilege Tax

The Town adopted a transaction privilege tax of two percent per Ordinance No. 20. An additional two percent bed tax was imposed on January 1,1993 per Council motion on December 21,1992 and an additional two percent tax was imposed on March 1, 2006 for construction contracting activities for a total of four percent per Ordinance No. 412-05. The Arizona Department of Revenue collects taxes for the Town of Florence and remits the taxes on an intermittent basis. Monies derived from the collection of the tax provide funding for the General Fund and funding for capital related projects.

4.528 Construction Tax

Monies derived from collection of the construction tax by governmental agencies shall be earmarked for community facilities construction as per Ordinance No. 118A.

4.529 Food Sales Tax

Monies derived from collection of the two percent sales tax on food sales is earmarked for improvement to recreation grounds and facilities as per Ordinance No. 117.

4.6 Investments

4.61 Investment Objective

The Town's primary investment objective is to achieve a reasonable rate of return while minimizing the potential for capital losses arising from market changes or issuer default. Accordingly, the following factors will be considered in priority order in determining individual investment placements:

- Safety
- Liquidity
- Yield

4.62 Selecting Maturity Dates

The Town will strive to keep all idle cash balances fully invested through daily projections of cash flow requirements. To avoid forced liquidations and losses of investment earnings, cash flow and future requirements will be the primary consideration when selecting maturities.

4.63 Diversification

As the market and the Town's investment portfolio change, care will be taken to maintain a healthy balance of investment types and maturities.

4.64 Authorized Investments

The Town will invest only in those investments authorized by the Arizona Revised Statutes Title 35. The Town will not invest in stock, will not speculate, and will not deal in futures or options. The investment market is highly volatile and continually offers new and creative opportunities for enhancing interest earnings. Accordingly, the Town will thoroughly investigate any new investment vehicles before committing Town funds to them.

4.65 Authorized Institutions

Current financial statements will be maintained for each institution in which cash is invested. Investments will be limited to 10% percent of the total net worth of any institution and may be reduced further or refused altogether if an institution's financial situation becomes unhealthy.

4.66 Consolidated Portfolio

In order to maximize yields from its overall portfolio, the Town will consolidate cash balances from all funds for investment purposes, and will allocate investment earnings to each fund in accordance with Generally Accepted Accounting Principles.

4.67 Safekeeping

Ownership of the Town's investment securities will be protected through third-party custodial safekeeping.

4.68 Investment Management Plan

The Town will develop and maintain an Investment Management Plan that addresses the Town's administration of its portfolio, including investment strategies, practices, and procedures.

4.69 Investment Oversight Committee

This committee is responsible for reviewing the Town's portfolio on an ongoing basis to determine compliance with the Town's investment policies and for making recommendations regarding investment management practices. Members include the Town Manager or designee, Finance Director, and the Town's Financial Advisor.

4.610 Reporting

The Finance Director will develop and maintain a comprehensive, well-documented investment reporting system. This reporting system will provide the Council and the Investment Oversight Committee with appropriate investment performance information**.**

4.7 Expenditure Limitation

4.71 Establishing Expenditure Limitation

The Council will annually adopt a resolution establishing the Town's expenditure limit calculated in accordance with Article IX, of the Constitution of the State of Arizona, Section 20 of the State of Arizona Government Code, and any other voter approved amendments or State legislation that affect the Town's expenditure limit.

4.72 Supporting Documents

The supporting documentation used in calculating the Town's expenditure limit and projected expenditures subject to the limit will be available for public and Council review at least 10 days before Council consideration of a resolution to adopt an expenditure limit. The Council will generally consider this resolution in connection with final approval of the budget.

4.73 Legislative Activities

The Town will actively support legislation or initiatives sponsored or approved by the League of Arizona Cities and Towns that would modify the Arizona Constitution in a manner, which would allow the Town to retain projected tax revenues resulting from growth in the local economy for use as determined by the Council.

4.8 Capital Financing and Debt Financing

4.81 Use of Debt Financing

The Town will consider the use of debt financing only for one-time capital improvement projects and only under the following circumstances:

4.811 When the project's useful life will exceed the term of the financing.

4.812 When project revenues or specific resources will be sufficient to service the long-term debt.

4.82 Inappropriate Uses

Debt financing will not be considered appropriate for any recurring purpose such as current operating and maintenance expenditures. The issuance of short-term instruments such as revenue, tax, or bond anticipation notes is excluded from this limitation.

4.83 Capital Improvements

Capital improvements will be financed primarily through user fees, service charges, assessments, special taxes, or developer agreements when benefits can be specifically attributed to users of the facility. Accordingly, development impact fees should be created and implemented at levels sufficient to ensure that new development pays its fair share of the cost of constructing necessary community facilities.

4.84 Transportation Impact Fees

Transportation impact fees are a major funding source in financing transportation system improvements; however, revenues from these fees are subject to significant fluctuation based on the rate of new development. Accordingly, the following guidelines will be followed in designing and building projects funded with transportation impact fees.

4.841 The availability of transportation impact fees in funding a specific project will be analyzed on a case-by-case basis as plans and specifications or contract awards are submitted for Town Manager or Council approval.

4.842 If adequate funds are not available at that time, the Council will make one of two determinations:

4.8421 Defer the project until funds are available.

4.8422 Based on the high-priority of the project, advance funds from the General Fund, which will be reimbursed as soon as funds become available. Repayment of General Fund advances will be the first use of transportation impact fee funds when they become available.

4.85 Pay-As-You Go Criteria

The Town will use the following criteria to evaluate pay-as-you-go versus long-term financing in funding capital improvements:

4.851 Pay-As-You-Go Financing

4.8511 Current revenues and adequate fund balances are available or project phasing is used.

4.8512 Existing debt levels adversely affect the Town's credit rating.

4.8513 Market conditions are unstable or present difficulties in marketing.

4.852 Long-Term Financing

4.8521 Revenues available for debt service are deemed sufficient and reliable so that long-term financings can be marketed with investment grade credit rating.

4.8522 The project securing the financing supports an investment grade credit rating.

4.8523 Market conditions present favorable interest rates and demand for Town financings.

4.8524 A project is mandated by state or federal requirements, and resources are insufficient or unavailable.

4.8525 The project is immediately required to meet or relieve capacity needs and current resources are insufficient or unavailable.

4.8526 The life of the project or asset to be financed is 10 years or longer.

4.9 Debt Management

The Town will not obligate the General Fund to secure long-term financings except when marketability can be significantly enhanced. An internal feasibility analysis will be prepared for each long-term financing, which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service.

4.91 Competitive Basis

The Town will generally conduct financings on a competitive basis. However, negotiated financings may be used due to market volatility or the use of an unusual or complex financing or security structure. The Town will seek an investment grade rating (BAA/BBB or greater) on

any direct debt and will seek credit enhancements such as letters of credit or insurance when necessary for marketing purposes, availability and cost-effectiveness.

4.92 Monitor Debt

The Town will monitor all forms of debt annually coincident with the Town's Financial Plan preparation and review process and report concerns and remedies, if needed, to the Council. The Town will diligently monitor its compliance with bond covenants and ensure its adherence to Federal arbitrage regulations.

4.93 Communications

The Town will maintain good, ongoing communications with bond rating agencies about its financial condition. The Town will follow a policy of full disclosure on every financial report and bond prospectus (Official Statement).

4.10 Debt Capacity

4.101 General Purpose Debt Capacity

The Town will carefully monitor its levels of general-purpose debt. Because our general-purpose debt capacity is limited, it is important that we only use general-purpose debt financing for high-priority projects, where we cannot reasonably use other financing methods, for two key reasons:

4.1011 Funds borrowed for a project today are not available to fund future projects.

4.1012 Funds committed for debt repayment today are not available to fund future operations.

4.102 Evaluating Dept Capacity

In evaluating debt capacity, general-purpose annual debt service payment should generally not exceed 10% of General Fund revenues. Further, direct debt will not exceed two percent of assessed valuation; and no more than 60% of capital improvement outlays will be funded from long-term financings.

4.103 Enterprise Fund Debt Capacity

The Town will set enterprise fund rates at levels needed to fully cover debt service requirements as well as operations, maintenance, administration and capital improvement costs. The ability to afford new debt for enterprise operations will be evaluated as an integral part of the Town's rate review and setting process.

4.11 Independent Disclosure Counsel

The following criteria will be used on a case-by-case basis in determining whether the Town should retain the services of an independent disclosure counsel in conjunction with specific project financings.

4.111 Independent Disclosure Counsel Not Retained

The Town will generally not retain the services of an independent disclosure counsel when all of the following circumstances are present:

4.1111 The revenue source for repayment is under the management or control of the Town, such as General Obligation Bonds, Revenue bonds, Lease-Revenue Bonds, or Certificates of Participation.

4.1112 The bonds will be rated or insured.

4.112 Independent Disclosure Council Retained

The Town will consider retaining the services of an independent disclosure counsel when one or more of the following circumstances are present:

4.1121 The financing will be negotiated and the underwriter has not separately engaged an underwriter's counsel for disclosure purposes.

4.1122 The revenue source for repayment is not under the management or control of the Town, such as land-based assessment districts, tax allocation bonds, or conduit financings.

4.1123 The bonds will not be rated or insured.

4.1124 The Town's financial advisor, bond counsel, or underwriter recommends that the Town retain an independent disclosure counsel based on the circumstances.

4.12 Land-Based Financings

4.121 Public Purpose

There will be a clearly articulated public purpose in forming an assessment or special tax district in financing public infrastructure improvements. This should include a finding by the Council as to why this form of financing is preferred over other funding options such as impact fees, reimbursement agreements, or direct developer responsibility for the improvements.

4.122 Active Role

Even though land-based financings may be a limited obligation of the Town, the Town will play an active role in managing the district. This means that the Town will select and retain the financing team, including the financial advisor, bond counsel, trustee, appraiser, disclosure

counsel, assessment engineer, and underwriter. Any costs incurred by the Town in retaining these services will generally be the responsibility of the property owner(s) or developer(s), and will be advanced via a deposit when an application is filed; or will be paid on a contingency fee basis from the proceeds from the bonds.

4.123 Credit Quality

When a developer requests a district, the Town will carefully evaluate the applicant's financial plan and ability to carry the project, including the payment of assessments and special taxes during build-out. This may include detailed background, credit and lender checks, and the preparation of independent appraisal reports and market absorption studies. For districts where one property owner accounts for more than 25% of the annual debt service obligation, a letter of credit further securing the financing may be required.

4.124 Reserve Fund

A reserve fund should be established in the lesser amount of: maximum annual debt service; 125% of the annual average debt service; or 10% of the bond proceeds –or as instructed in the debt service covenants.

4.125 Value-to-Debt-Ratios

The minimum value-to-date ratio should generally be three to one. This means the value of the property in the district, with the public improvements, should be at least four times the amount of the assessment or special tax debt. In special circumstances, after conferring and receiving the concurrence of the Town's financial advisor and bond counsel that a lower value-to-debt ratio is financially prudent under the circumstances, the Town may consider allowing a value-to-debt ratio of three to one. The Council should make special findings in this case.

4.126 Capitalized Interest During Construction

Decisions to capitalize interest will be made on a case-by-case basis, with the intent that if allowed, it should improve the credit quality of the bonds and reduce borrowing costs, benefiting both current and future property owners.

4.127 Maximum Burden

Annual assessments (or special taxes in the case of special districts) should generally not exceed one percent of the sales price of the property; and total property taxes, special assessments and special taxes payments collected on the tax roll should generally not exceed two percent.

4.128 Benefit Apportionment

Assessments and special taxes will be apportioned according to a formula that is clear, understandable, equitable and reasonably related to the benefit received by - or burden attributed to - each parcel with

respect to its financed improvement. Any annual escalation factor should generally not exceed two percent.

4.129 Special Tax District Administration

The total maximum annual tax should not exceed 110% of annual debt service. The rate and method of apportionment should include a back-up tax in the event of significant changes from the initial development plan, and should include procedures for prepayments.

4.1210 Foreclosure Covenants

In managing administrative costs, the Town will establish minimum delinquency amounts per owner, and for the district as a whole, on a case-by-case basis before initiating foreclosure proceedings (A.R.S. § 48-601).

4.1211 Disclosure to Bondholders

In general, each property owner who accounts for more than 10% of the annual debt service or bonded indebtedness must provide ongoing disclosure information annually as described under Security Exchange Commission Rule 15(c)-12.

4.1212 Disclosure to Prospective Purchasers

Full disclosure about outstanding balances and annual payment should be made by the seller to prospective buyers at the time that the buyer bids on the property. It should not be deferred to after the buyer has made the decision to purchase. When appropriate, applicants or property owners may be required to provide the Town with a disclosure plan.

4.13 Conduit Financings

4.131 Criteria

The Town will consider requests for conduit financing on a case-by-case basis using the following criteria:

4.1311 The Town's Bond Counsel will review the terms of the financing, and render an opinion that there will be no liability to the Town in issuing the bonds on behalf of the applicant.

4.1312 There is a clearly articulated public purpose in providing the conduit financing.

4.1313 The applicant is capable of achieving this public purpose.

4.132 Two Step Process

The review of requests for conduit financing will generally be a two-step process.

4.1321 Ask the Council if they are interested in considering the request, and establishing the ground rules for evaluating it.

4.1322 Return to Council with the results of the evaluation, and recommend approval of appropriate financing documents if warranted.

4.1323 This two-step approach ensures that the issues are clear for both the Town and applicant, and that key policy questions are answered. The work scope necessary to address these issues will vary from request to request, and will have to be determined on a case-by-case basis. Town should be fully reimbursed for its costs in evaluating the request.

4.14 Refinancing

4.141 General Guidelines

Periodic reviews of all outstanding debt will be undertaken to determine refinancing opportunities. Refinancing will be considered (within federal tax law constraints) under the following conditions**:**

4.1411 There is a net economic benefit.

4.1412 It is needed to modernize covenants that are adversely affecting the Town's financial position or operations.

4.1413 The Town wants to reduce the principal outstanding in order to achieve future debt service savings, and it has available working capital to do so from other sources.

4.142 Standards for Economic Savings

In general, refinancing for economic savings will be undertaken whenever net present value savings of at least five percent of the refunded debt can be achieved.

4.1421 Refinancing that produces net present value savings of less than five percent will be considered on a case-by-case basis, provided that the present value savings are at least three percent of the refunded debt.

4.1422 Refinancing with savings of less than three percent or with negative savings, will not be considered unless there is a compelling public policy objective.

4.15 Human Resource Management

4.151 Regular Staffing

The budget will fully appropriate the resources needed for authorized regular staffing.

4.1511 Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by full-time Town employees rather than independent contractors. The Town will strive to provide competitive compensation and benefit schedules for its authorized regular work force. Each regular employee will fill an authorized regular position.

4.1512 To manage the growth of the regular work force and overall staffing costs, the Town will follow these procedures:

4.15121 The Council will authorize all regular positions.

4.15122 All requests for additional regular positions will include evaluations of:

- The justification for an additional position.
- Staffing and material costs including salary, benefits, equipment, uniforms, clerical support and facilities.
- The ability of private industry to provide the proposed service.
- Additional revenues or cost savings which may be realized.

4.1513 Periodically programs will be evaluated to determine if they can be accomplished with fewer regular employees.

4.1514 Staffing and contract service cost ceilings will limit total expenditures for regular employees, temporary employees, and independent contractors hired to provide operating and maintenance services.

4.152 Productivity

The Town will constantly monitor and review the methods of operation to ensure that services continue to be delivered in the most cost-effective manner possible. This review process encompasses a wide range of productivity evaluation processes, including:

4.1521 Analyzing systems and procedures to identify and remove unnecessary review requirements.

4.1522 Evaluating the ability of new technologies and related capital investments to improve productivity.

4.1523 Developing and implementing appropriate methods of recognizing and rewarding exceptional employee performance.

4.1524 Evaluating the ability of the private sector to perform the same level of service at a lower cost.

4.1525 Periodic reviews of operations on a systematic, ongoing basis.

4.153 Surety, Contract or Performance Bond Repository

All original surety, contract or performance bonds are forwarded to the Finance Director. Upon completion of the contract period, the bonds will either be returned to the issuer or cancelled and filed according to the records retention schedule.

5.0 **Town-Wide Procedures**

5.1 User Fee Cost Recovery

5.11 Ongoing Review

Cost analysis should be performed for all services in order to determine if fees collected are covering cost of service. Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. In implementing this goal, a comprehensive analysis of Town costs and fees should be made at least every five years. In the interim, fees will be adjusted by annual changes in the Consumer Price Index. Fees may be adjusted during this interim period based on supplemental analysis whenever there have been significant changes in the method, level or cost of service delivery.

5.12 User Fee Cost Recovery Levels

In setting user fees and cost recovery levels, the following factors will be considered:

5.121 Community-Wide versus Special Benefit

The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues appropriate for community-wide services, while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.

5.122 Service Recipient versus Service Driver

After considering community-wide versus special benefit of the service, the concept of service recipient versus service driver should also be considered. For example, it could be argued that the applicant is not the beneficiary of the Town's development review efforts: the community is the primary beneficiary; however, the applicant is the driver of development review costs, and as such, cost recovery from the applicant is appropriate**.**

5.123 Effect of Pricing on the Demand for Services

The level of cost recovery and related pricing of services can significantly affect the demand and subsequent level of services provided. At full cost recovery, this has the specific advantage of

ensuring that the Town is providing services for which there is genuinely a market that is not overly stimulated by artificially low prices. Conversely, high levels of cost recovery will negatively affect the delivery of services to lower income groups. This negative feature is especially pronounced, and works against public policy, if the services are specifically targeted to low income groups.

5.124 Feasibility of Collection and Recovery

Although it may be determined that a high level of cost recovery may be appropriate for specific services, it may be impractical or too costly to establish a system to identify and charge the user. Accordingly, the feasibility of assessing and collecting charges should also be considered in developing user fees, especially if significant program costs are intended to be financed from that source.

5.13 Low Cost Recovery Levels

Very low cost recovery levels are appropriate under the following circumstances:

5.131 There is no intended relationship between the amount paid and the benefit received. Almost all "social service" programs fall into this category as it is expected that one group will subsidize another.

5.132 Collecting fees is not cost effective or will significantly affect the efficient delivery of the service.

5.133 There is no intent to limit the use of (or entitlement to) the service. Again, most "social service" programs fit into this category as well as many public safety (police and fire) emergency response services. Historically, access to neighborhood and community parks would also fit into this category.

5.134 The service is non-recurring, generally delivered on a "peak demand" or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. Many public safety services also fall into this category.

5.135 Collecting fees would discourage compliance with regulatory requirements and adherence is primarily self-identified, and as such, failure to comply would not be readily detected by the Town. Many small-scale licenses and permits might fall into this category.

5.14 High Cost Recovery Levels

The use of service charges as a major source of funding service levels is especially appropriate under the following circumstances:

5.141 The service is similar to services provided through the private sector.

5.142 Other private or public sector alternatives could or do exist for the delivery of the service.

5.143 For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received.

5.144 The use of the service is specifically discouraged. Police responses to disturbances or false alarms might fall into this category.

5.145 The service is regulatory in nature and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. Building permit, plan checks, and subdivision review fees for large projects would fall into this category.

5.15 General Concepts Regarding the Use of Service Charges

The following general concepts will be used in developing and implementing service charges:

5.151 Revenues should not exceed the reasonable cost of providing the service.

5.152 Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, vehicle maintenance, and insurance.

5.153 The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

5.154 Rate structures should be sensitive to the market for similar services as well as to smaller, infrequent users of the service.

5.155 A unified approach should be used in determining cost recovery levels for various programs based on the factors discussed above.

5.16 Low Cost-Recovery Services

Based on the criteria discussed above, the following types of services should have very low cost recovery goals. In selected circumstances, there may be specific activities within the broad scope of services provided that should have user charges associated with them; however, the primary source of funding for the operation as a whole should be general-purpose revenues, not user fees.

5.161 Delivering public safety emergency response services such as police patrol services and fire suppression.

5.162 Maintaining and developing public facilities that are provided on a uniform, community-wide basis such as streets, parks, and general-purpose buildings.

5.163 Providing social service programs and economic development activities.

5.17 Recreation Programs

The following cost recovery policies apply to the Town's recreation programs:

5.171 Cost recovery for activities directed to adults should be relatively high.

5.172 Cost recovery for activities directed to youth and seniors should be relatively low. In those circumstances where services are similar to those provided in the private sector, cost recovery levels should be higher.

5.173 Although ability to pay may not be a concern for all youth and senior participants, these are desired program activities, and the cost of determining need may be greater than the cost of providing a uniform service fee structure to all participants. Further, there is a community-wide benefit in encouraging high-levels of participation in youth and senior recreation activities regardless of financial status.

5.174 Cost recovery goals for recreation activities are set as follows:

5.1741 High Range Cost Recovery Activities (60% to 100%)

- Classes (Adult and Youth)
- Day care services
- Adult athletics (volleyball, basketball, softball, lap swim)
- Facility rentals

5.1742 Mid Range Recover Activities (30% to 60%)

- Special events
- Youth sports
- Baseball
- Swim lessons
- Outdoor facility and equipment rentals

5.1743 Low Range Cost Recovery Activities (0 to 30%)

- Public swim
- Special swim classes
- Library
- Teen services
- Senior services

5.175 For cost recovery activities of less than 100%, there should be a differential in rates between residents and non-residents. However, the Parks and Recreation Director is authorized to reduce or eliminate non-resident fee differentials when it can be demonstrated that:

5.1751 The fee is reducing attendance, and

5.1752 There are no appreciable expenditure savings from the reduced attendance.

5.176 Charges will be assessed for use of rooms, pools, gymnasiums, ball fields, special-use areas, and recreation equipment for activities not sponsored or co-sponsored by the Town. Such charges will generally conform to the fee guidelines described above. However, the Parks and Recreation Director is authorized to charge fees that are closer to full cost recovery for facilities that are heavily used at peak times and include a majority of non-resident users.

5.177 A vendor charge of at least 10 percent of gross income will be assessed from individuals or organizations using Town facilities for moneymaking activities.

5.178 The Parks and Recreation Director is authorized to offer reduced fees such as introductory rates, family discounts and coupon discounts on a pilot basis (not to exceed 18 months) to promote new recreation programs or resurrect existing ones.

5.179 The Parks and Recreation Department will consider waiving fees only when the Town Manager determines in writing that an undue hardship exists.

5.18 Development Review Program

The following cost recovery policies apply to the development review programs:

- Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits)
- Building and Safety (building permits, structural plan checks, inspections)
- Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments)
- Fire Plan Check

5.181 Cost recovery for these services should generally be very high. In most instances, the Town's recovery goal should be 100%. However, in charging high cost recovery levels, the Town needs to clearly establish and articulate standards for its performance in

reviewing developer applications to ensure that there is “value for cost”.

5.19 Comparability with Other Communities

In setting user fees, the Town will consider fees charged by other agencies in accordance with the following criteria:

5.191 Surveying the comparability of the Town’s fees to other communities provides useful background information in setting fees for several reasons:

- They reflect the market for these fees and can assist in assessing the reasonableness of Florence’s fees.
- If prudently analyzed, they can serve as a benchmark for how cost-effectively Florence provides its services.

5.192 Fee surveys should never be the sole or primary criteria in setting Town fees as there are many factors that affect how and why other communities have set their fees at their levels. For example:

5.1921 What level of cost recovery is their fee intended to achieve compared with our cost recovery objectives?

5.1922 What costs have been considered in computing the fees?

5.1923 When was the last time that their fees were comprehensively evaluated?

5.1924 What level of service do they provide compared with our service or performance standards?

5.1925 Is their rate structure significantly different than ours and what is it intended to achieve?

5.193 These can be very difficult questions to address in fairly evaluating fees among different communities. As such, the comparability of Town fees to other communities should be one factor among many.

5.2 Capital Improvement Management (CIP)

5.21 CIP Projects

A capital project is defined as a project of a nonrecurring nature with a cost of $10,000 or more and an estimated service life of 10 years or more. This definition is intended to exclude such items as painting and slurry sealing of parking lots; however, it would include the repaving of parking lots. Additionally, it is intended to exclude such items as light poles or playground equipment whose individual replacement costs would be less than $10,000 but when aggregated would cost more than $10,000. The exception to that $10,000 base cost would be when the

total of all replacement items is greater than $50,000. Multiple police patrol cars would be excluded because the estimated service life is less than 10 years. If items which would normally be excluded were part of a larger project, then all such items would be considered as capital when presented as a single project. Major renovations of existing facilities that cost more than $10,000 may be submitted for consideration as a capital project. Maintenance of existing facilities, however, should not be included in capital improvement plan requests. Requests for the funding of maintenance projects should be included in the appropriate operating budget. Contracts for professional services would be excluded, unless such services relate to a project that would be included.

Construction projects and equipment purchases which cost $10,000 or more will be included in the CIP; minor capital outlays of less than $10,000 will be included with the operating program budgets.

5.22 CIP Purpose

The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness as well as conformance with established policies. The CIP is a seven-year plan organized into the same functional groupings used for the operating programs. The CIP will reflect a balance between capital replacement projects that repair, replace, or enhance existing facilities, equipment, or infrastructure; and capital facility projects that significantly expand or add to the Town's existing fixed assets.

5.23 Project Manager

Every CIP project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations and laws are observed, and periodically report project status.

5.24 CIP Review Committee

The Budget Committee serves as the CIP Review Committee. The Committee reviews project proposals, determines project phasing, review, and evaluate the draft CIP project progress annually as part of the budget process.

5.25 CIP Phases

The CIP will emphasize project planning, with projects progressing through at least two and up to ten of the following phases:

5.251 Designate

Appropriates funds based on projects designated for funding by the Council through adoption of the Financial Plan**.**

5.252 Study

Concept design, site selection, feasibility analysis, schematic design, environmental determination, property appraisals, scheduling, grant application, grant approval, specification preparation for equipment purchases.

5.253 Environmental Reviews

Environmental Impact Review preparation or other environmental studies required.

5.254 Real Property Acquisitions

Property acquisition for projects, if necessary.

5.255 Site Preparation

Demolition, hazardous materials abatements, other pre-construction work.

5.256 Design

Final design, plan and specification preparation and construction cost estimation**.**

5.257 Construction Contracts

5.258 Construction Management

Contract project management and inspection, soils and material tests, other support services during construction.

5.259 Equipment Acquisitions

Vehicles, heavy machinery, computers, office furnishings, other equipment items acquired and installed independently from construction contracts.

5.2510 Debt Service

Installment payments of principal and interest for completed projects funded through debt financings. Expenditures for this project phase are included in the Debt Service section of the Financial Plan. Generally, it will become more difficult for a project to move from one phase to the next. As such, more projects will be studied than will be designed, and more projects will be designed than will be constructed or purchased during the term of the CIP.

5.2511 CIP Appropriation

The Town's annual CIP appropriation for study, design, acquisition, and/or construction is based on the projects designated by the Council through adoption of the Financial Plan. Adoption of the Financial Plan CIP appropriation does not automatically authorize funding for specific project phases. This authorization generally occurs only after the preceding project

phase has been completed and approved by the Council and costs for the succeeding phases have been fully developed.

Accordingly, project appropriations are generally made when contracts are awarded. If project costs at the time of bid award are less than the budgeted amount, the balance will be un-appropriated and returned to fund balance or allocated to another project. If project costs at the time of bid award are greater than budget amounts, five basic options are available:

5.25111 Eliminate the Project

5.25112 Defer the project for consideration to the next Financial Plan period.

5.25113 Re-scope or change the phasing of the project to meet the existing budget.

5.25114 Transfer funding from another specified, lower priority project.

5.25115 Appropriate additional resources as necessary from fund balance.

5.2512 CIP Budget Carryover

Appropriations for CIP projects lapse three years after budget adoption. Projects that lapse from lack of project account appropriations may be resubmitted for inclusion in a subsequent CIP. Project accounts, which have been appropriated, will not lapse until completion of the project phase.

5.2513 Program Objectives

Project phases will be listed as objectives in the program narratives of the programs, which manage the projects.

6.0 Definitions

Chief Fiscal Officer: The Town Manager is the Chief Fiscal Officer.

Carryover: Carryover refers to year-end savings that can be carried forward into the next fiscal year to cover any one-time expenses such as supplies, equipment, or special contracts.

Expenditure: Expenditures represent a decrease in fund resources or, stated simply, a recorded expense.

Expenditure limitation: Arizona municipalities can only spend funds up to a level specified by the State or local voters via Home Rule. This is meant to ensure local

government budgets are balanced. Florence's voters approved the Home Rule Option that required voters to approve a four-year expenditure limit based on actual revenues the Town has received.

Fiscal Year (FY): A Fiscal Year (FY) starts July 1 and ends June 30. A Fiscal Year is the period designated by the Town for the beginning and ending of financial transactions or a budget cycle.

Fund Balance: Fund balance refers to the remainder or carryover that occurs when actual revenues exceed budgeted revenues and/or when actual expenditures are less than budgeted expenditures at the end of the fiscal year (June 30). If the Town budgets (plans to spend) $15 million on roads next year but only spends $14 million, there is a $1 million fund balance.

Performance Bond: A surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor.

Primary Tax: Arizona law limits the primary property tax levy amount and municipalities may use revenue from this tax for any lawful purpose.

Property Tax: The property tax has been a traditional means of financing city and town services. In estimating the amount of revenue which may be derived in a community from a property tax, there are two important factors to be considered: 1 the assessed valuation of the property in the community, and 2) the tax rate necessary to meet expected costs. The tax rate is the dollar amount charged by a city or town for each $100 of assessed valuation for all real and personal property.

Sales Tax (Transaction Privilege Tax): In addition to the State Sales Tax, cities and towns in Arizona may impose local sales taxes on the gross receipts of sales within the corporate limits of the city or town.

Secondary Tax: Arizona does not limit the secondary tax levy amount and municipalities may only use this levy to retire the principal and interest or redemption charges on bond debt.

State Transaction Privilege Tax (Sales Tax): Incorporated cities and towns in the State are entitled to receive a portion of the states sales tax collections. The distribution of these funds is based strictly on the population according to the most recent census.

State Shared Revenue: The state of Arizona shares a portion of its tax revenues (from sales, income and motor vehicle in-lieu taxes) with Arizona cities and towns. This funding is divided among the cities and towns using population formulas supplied by state law. These state shared revenues comprise a large portion of most city and town budgets. State shared revenue enables local governments to continue providing basic services, such as police and fire protection, without burdening the residents with additional local taxes. Since cities and towns are not equally wealthy, state shared revenue is of great assistance, especially to cities with lesser wealth or greater service needs. Because state shared revenue distribution is a specified

percentage of state revenue collections, as state revenue declines, city revenue declines. Consequently, in difficult economic times, cities and towns 'feel the pinch' just as the State does.

Surety Bond: A Surety Bond is an agreement subject to the Bond Form. The Bond is usually required for monetary compensation for failure to perform specified acts referenced in the Bond Form.

Transportation Excise Tax: Resolution No. 70605 or Pinal County Transportation Excise Tax is a ½ cent tax imposed by the vote of a majority of the qualified electors voting on the ballot proposition in a general election. The effective date of the levy was January 1, 2007. The tax is levied upon persons as a result of their business activities with the County, and is collected by the Arizona Department of Revenue. Transportation Excise Tax rates equal to ten percent (10%) of the State of Arizona transaction privilege tax rates applying to each person engaging or continuing in the County in a business taxed under Article 1, Chapter 8, Title 42 of the Arizona Revised Statutes. The calculation of the amounts to be distributed to incorporated cities and towns within the County shall be made on the basis that the total population of all incorporated cities and towns in the county bears to the total population of the County. The tax revenue is recorded in the Highway User Fund. The population of each supervisor district, city, and town shall be its population as the date of the most recent decennial or mid-decade census. The tax is to be used solely for highway and streets purposes, the design, rights of way acquisitions and construction, reconstruction, maintenance repair and roadside development of county, city and town roads, streets, and bridges. It may also be used to pay principal, interest, redemption premiums and bond related costs, acquisition of land, and construction of highways, roads, streets, and bridges.

Vehicle License Tax: Cities and Town are entitled to receive a share of the money collected from tax payments for the registration of motor vehicles. The vehicle license tax is a state tax returned through the counties to the incorporated municipalities. These revenues are distributed on the basis of the population of a city or town in relation to the total incorporated population of the county.

7.0 Supplemental

This policy does not contain supplemental information.

ORDINANCE NO. 641-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING FLORENCE CODE OF ORDINANCES TITLE III: ADMINISTRATION, SECTION 32.012 FEES.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, The Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations;

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances be amended by deleting the stricken sections and inserting the underlined sections.

Title III: ADMINISTRATION, SECTION 32.012 FEES.
Boards, commissions and committees shall be authorized to establish and recommend ~~to the Council~~ a uniform schedule of fees for the services within their jurisdiction with all receipts to be paid into the general fund of the municipality. The fee schedules shall become effective upon approval <u>of the Town Manager.</u> ~~by the Council~~

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona this ____day of _____, 2015.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

ORDINANCE NO. 642-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE CODE OF ORDINANCES TITLE VII: TRAFFIC, 73.11(B) PARKING, STANDING, LOADING OR UNLOADING OF COMMERCIAL MOTOR VEHICLES ON MAIN STREET BETWEEN BUTTE AVENUE AND RUGGLES STREET PROHIBITED.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, the Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations;

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances be amended by deleting the stricken sections and inserting the underlined sections.

73.11 PARKING, STANDING, LOADING OR UNLOADING OF COMMERCIAL MOTOR VEHICLES ON MAIN STREET BETWEEN BUTTE AVENUE AND RUGGLES STREET PROHIBITED.

(B) *Exceptions by permit and fees.* The Chief of Police, or his or her designee, is hereby authorized to issue a one-trip or annual permit excepting commercial or recreational vehicles otherwise subject to the operation of this section when and under the circumstances specified in the permit it is the finding of the Chief of Police, or his or her designee, that the proposed use does not constitute a threat to the public health and safety and the public convenience or necessity requires the issuance of a permit. A person seeking a permit shall submit an application, accompanied by the appropriate fee established in the Town of Florence Schedule of Fees. ~~following fee~~. :

~~***Type of permit***~~	
~~Single trip~~	~~$25~~
~~Annual permit~~	~~$250~~

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona this ____day of _____, 2015.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

ORDINANCE NO. 643-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE CODE OF ORDINANCES TITLE VII: TRAFFIC, 74.10 ESTABLISHMENT OF FEES FOR SERVICES PROVIDED BY THE MAGISTRATE COURT.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, the Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations;

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances be amended by deleting the stricken sections and inserting the underlined sections to create a new Section 74.10.

74.10 ESTABLISHMENT OF FEES FOR SERVICES PROVIDED BY THE MAGISTRATE COURT.

(A)The Town Magistrate has the authority to establish fees for the following

~~(A)~~ 1. Case *processing fees* . For each case involving a criminal, criminal traffic or civil traffic offense, the Magistrate Court shall assess each person a case processing fee ~~of not less than $20~~ for each charge in which there is an adjudication adverse to the person in that matter. For purposes of this section, adverse adjudication shall include any and all determinations of guilt or responsibility including no contest pleas in criminal matters, irrespective of the punishment or penalty imposed by the Magistrate. These fees are subject to state surcharges. ~~of an additional $16.80. A charge of $36.80 has already been added to each fine amount by the~~ An additional charge may be added to each fine by the Superior Court.

~~(B)~~ 2. *Warrant issuance administrative fee.* When the Magistrate Court issues a warrant for failure to appear, on a criminal charge, non-compliance with any court order, failure to pay a fine, failure to pay restitution or failure to pay any other fees or penalties, the Magistrate shall impose an administrative fee~~ of at least $100~~ upon the person for whom the warrant is issued. This fee shall be added to the sum or sums set forth in the warrant.

~~*(C)*~~*3. License reinstatement fee* . The Magistrate shall assess a license reinstatement fee ~~of not less than $50~~ for processing requests for license reinstatement for those persons whose license was suspended, revoked or cancelled due to failure to comply with a lawful order of the Magistrate Court, including but not limited to, the payment of fines, failing to complete counseling, alcohol or drug screening or failing to appear in the Magistrate Court pursuant to civil traffic violations.

~~(D)~~4. *Deferred prosecution and probation fee.* A deferred prosecution and probation fee ~~of not less than $100~~ shall be imposed on each criminal charge for which the court defers prosecution of an offense pursuant to Rule 38 of the Arizona Rules of Criminal Procedure or places an offender on probation for a criminal offense. In addition to the waivers provided in this section, this fee shall also, upon request of the town prosecutor, be waived or held in abeyance during the period of deferred prosecution or probation.

~~(E) *Jail reimbursement fee*. When the Magistrate Court issues a warrant and the defendant is arrested or when a defendant is committed to Pinal County Jail, the Magistrate Court is assessed a fee of $144.95 for the first day and there after $45.81 per day from Pinal County Jail. These fees or the other amounts as may be charged to the town for commitments may be assessed against a defendant by court order.~~

5. *Jail cost recovery fee.* Any person who is arrested for a misdemeanor or is convicted of a misdemeanor criminal offense in the municipal court, and who, as a consequence, is sentenced to a term of incarceration in the county jail or any other detention facility authorized by law, shall pay a jail cost recovery fee to reimburse the town for its actual expenses incurred by reason of such confinement.

~~*(F)*~~*6. Order to show cause fee.* ~~When the~~ Magistrate Court may assess the defendant an on Order To Show Cause fee ~~of not less than $50~~ for each Order To Show Cause issued for failure to comply with terms of probation, payment schedules, or as required by Court order.

7. *Indigent Administrative Assessment Fee.* In addition to the court appointed attorney reimbursement cost, the Magistrate may order indigent defendants to pay an administrative assessment fee when the magistrate has appointed legal counsel pursuant to the Arizona rules of criminal procedure.

~~*(G)*~~ *(8). Collection fee and charges.* In the event the Court engages in a collection agency for collection of restitution, fines, sanctions, costs and fees, the Municipal Court shall assess the defendant a collections fee ~~of no less than $100~~ to be added to the amount owed to the Court. The defendant shall be liable for all costs of collections, including fee charged by the agency and/or attorney's fee. The Municipal Court may also enter into an agreement with the State of Arizona for attachment of the defendant's state income tax refund, lottery winnings that exceed $600, and/or any possible mandated by an Administrative Order by the Supreme Court of Arizona.

~~*(H)(*~~*B) Authority to waive fee*. The Magistrate may waive all or a portion of the fees established by the article when, in the Magistrate's opinion, the waiver would be in the interest of justice. A finding that the person is indigent and has no anticipated future source of funds from which the fee(s) may be paid would support waiver of all or part of the fees in the interest of justice. Fee modifications may be updated by written directive of the Arizona Supreme Court, Arizona Legislature, Pinal County Superior Court, or by the town Magistrate Court~~, and adopted by the town~~.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona, this ____day of _____, 2015.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

ORDINANCE NO. 644-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE CODE OF ORDINANCES TITLE IX: GENERAL REGULATIONS, 95.07 FEES AND CHARGES, AND 97.039 PURCHASE AND TRANSFER OF INTERMENT.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, The Town Council of the Town of Florence desire the Code to be a reflection of current operations and regulations;

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances be amended by deleting the stricken sections and inserting the underlined sections.

§ 95.07 FEES AND CHARGES.

(A) The Parks and Recreation Board may be authorized to establish a uniform schedule of fees for the services with all receipts to be paid into the general fund of the municipality. The ~~fee~~ schedule of fees shall become effective upon approval by the Town ~~Council~~ Manager.

(B) All fees and deposits must be paid prior to use, unless other arrangements are made with the Parks and Recreation Director or designee and written within the permit issued.

§ 97.039 PURCHASE AND TRANSFER OF INTERMENT RIGHTS.

(A) *Time and charges.* All interments, disinterments and removals must be made at the time and in the manner and only upon the payment of the reasonable charges as may be from time to time fixed by the cemetery management.

(B) *Consent required for nonresidents.* It is recognized that special circumstances may arise under which plots should be sold to those who are not residents. When the instances occur, special dispensation of these rules may be granted by the town.

(C) *Transfer charges.* The town may fix a charge as established in the Town of Florence Schedule of Fees for all transfers of ownership of interment rights. No transfer of ownership shall be completed or effective until ~~a fee of $5 is~~ all fees are paid.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona, this ____day of _____, 2015.

_____

Tom J. Rankin, Mayor

ATTEST:

_____

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____

Clifford L. Mattice, Town Attorney

ORDINANCE NO. 645-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE CODE OF ORDINANCES TITLE XI: BUSINESS REGULATIONS, 112.16 LICENSE FEES AND 112.18 APPLICATION AND FEES.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, The Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations;

NOW, THEREFORE, BE IT ORDAINED that the Code of Ordinances be amended by deleting the stricken sections and inserting the underlined sections.

112.16 LICENSE FEES.
Every applicant for a license under this chapter shall pay the fees listed in the Town of Florence Fee Schedule. Any participant not listed as a special event vendor through the special event organization or organizer permitted by this chapter will pay the license fee per occupation. This section is for business license fee: see § 112.18 for special event application fees.

~~Special event vendor per event $10.~~

112.18 APPLICATION AND FEES.

(A) All special event permit applications shall be submitted to the Deputy Town Manager, or designee, who shall determine whether a special event permit is required. Except as provided in § 112.43 (Parades and public assemblies), an applicant for a special event permit shall submit such application at least 60 days prior to the proposed first day of the special event.

(B) Every applicant for a special event permit shall:

1. Pay a nonrefundable application fee in an amount established by the town fee schedule. If, after submitting the application, it is determined that the event is not a special event, the fee shall be refunded. ~~Special event application fee $25; and~~

2. Complete and submit a special event permit application.

(C) The special event permit application shall be forwarded to all appropriate town departments for review and approval. The application shall be approved or denied within 15 days from the date it is received.

(D) If the application is not approved or denied within the applicable review period, excluding completion of any required inspections which will occur on the date of the events, the reviewing official shall be deemed to have approved the application.

(E) Approval by individual town departments to which the application has been referred shall not prevent the application from being denied for other reasons.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona, this ____day of _____, 2015.

_____
Tom J. Rankin, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 10b.**

MEETING DATE: November 16, 2015

DEPARTMENT: Parks and Recreation

STAFF PRESENTER: Bryan Hughes, Parks and Recreation Director

SUBJECT: Town's 150th Anniversary

☒ **Action**
☐ **Information Only**
☐ **Public Hearing**
☐ **Resolution**
☐ **Ordinance**
- ☐ **Regulatory**
- ☐ **1st Reading**
- ☐ **2nd Reading**

☐ **Other**

RECOMMENDED MOTION/ACTION:

Discussion/Approval/Disapproval of establishing an Ad Hoc Celebration Committee to plan for the Town's 150th Anniversary.

BACKGROUND/DISCUSSION:

Per Mayor Rankin's request, the Parks and Recreation Director provided draft worksheets for Parks and Recreation's existing special events, as well as five proposed events related to the Town's 150th Anniversary Celebration in 2016. Enclosed is a draft of a year-long sponsorship package to solicit sponsors for both existing and new events in 2016, if directed. Parks and Recreation currently solicits sponsorships only for individual events such as the Fourth of July Freedom Fest, Movies in the Park, Concerts in the Park and others. An Ad Hoc Committee can be created by including members of Council, Boards, Commission as well as soliciting citizen participation, if Council so desires.

FINANCIAL IMPACT:

The draft budgets for the proposed new events are included for review; items are not included in the current fiscal year budget. Additional funding would need either to be solicited through sponsorships or provided through budget transfer.

STAFF RECOMMENDATION:

Staff recommends establishing an Ad Hoc Celebration Committee to plan for the Town's 150th anniversary.

ATTACHMENTS:

Proposed 2016 Special Event Sponsorship Package; Proposed New Event Budgets

TOWN OF FLORENCE 2016 150 ANNIVERSARY CELEBRATION SPONSORSHIP PACKAGES

Sponsorship Deadline: Friday December 31, 2015

**Any sponsorship request received after this date will be recognized for individual events requested!

Levi Ruggles- $10,000
Sponsorship will include:

- **Business named as the top sponsor of the 2016 Florence Anniversary Celebration for all 15 Town Sponsored events throughout the year.**
- **Business will have the opportunity to participate in a meet and greet before a council meeting, and be recognized during the meeting.**
- **Business will receive a shadow box being recognized as a top 2016 Florence Anniversary Sponsor with pictures from Council Meet and Greet.**
- **Business logo will be printed on top in largest print of event t-shirts and worn by Town of Florence staff at all Town events throughout the year.**
- **Business featured on the Town of Florence website with direct link and contact information.**
- Business featured on local Florence television channel.
- Name or logo of business/organization listed in various advertisements and press releases.
- Opportunity to place promotional tent or booth at all Town Sponsored events.
- Opportunity to place promotional material at all Town Sponsored events.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout events.
- Name or logo of business/organization printed on event banners or signage.
- Social media recognition as top level sponsor of the 2016 Anniversary Celebration.

Charles Poston- $8,000
Sponsorship will include:

- **Business named as the 2nd level sponsor of the 2016 Florence Anniversary Celebration for all 15 Town Sponsored events throughout the year.**
- **Business logo will be printed on event t-shirts below main sponsors and worn by Town of Florence staff at all Town Sponsored events throughout the year.**
- **Business featured on the Town of Florence website with direct link and contact information.**
- Business featured on the Town of local Florence television channel.
- Name or logo of business/organization listed in various advertisements and press releases.
- Opportunity to place promotional tent or booth at the event.
- Opportunity to place promotional material at event.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as 2nd level sponsor of the 2016 Anniversary Celebration.

Ernest McFarland - $5,000
Sponsorship will include:

- **Business named as the 3rd level sponsor of the 2016 Florence Anniversary Celebration for all 15 Town Sponsored events throughout the year.**
- **Business name will be printed on event t-shirts below 2nd level sponsor and worn by Town of Florence staff at all Town Sponsored events throughout the year.**
- Opportunity to place promotional tent or booth at the event.
- Opportunity to place promotional material at event.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as 3rd level sponsor of the 2106 Anniversary Celebration.

William Clarke - $1000
Sponsorship will include:

- Opportunity to place promotional material at event.
- Name listed on fliers distributed throughout community and at Florence area schools.
- Acknowledgement of your business/organization throughout the event.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition as sponsor of the 2016 Anniversary Celebration

Esteban Ramirez - $500
Sponsorship will include:

- Acknowledgement of your business/organization throughout events.
- Name or logo of business/organization printed on event banner or signage.
- Social media recognition of the 2016 Anniversary Celebration.

REMEMBER: Sponsorship Deadline is Friday, December 31, 2015.

TOWN OF FLORENCE ARIZONA	**Town ACTION FORM**	**AGENDA ITEM 10c.**

MEETING DATE: November 16, 2015

DEPARTMENT: Finance

STAFF PRESENTER: Gabe Garcia, Finance Director

SUBJECT: Excise Tax Revenue Obligations, Series 2015

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

RECOMMENDED MOTION/ACTION:

Adopt Resolution No. 1567-15 approving the sale and execution and delivery of a pledged excise tax revenue obligation evidencing the interest of the owner thereof in a First Excise Tax Purchase Agreement from the Town of Florence; approving the form and authorizing the execution and delivery of such Purchase Agreement and other necessary agreements for such sale; delegating certain matters and terms with respect to the foregoing; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution and declaring an emergency.

BACKGROUND/DISCUSSION:

As Council is aware, the Town has prepared a Capital Improvement Plan for Street and Road Improvements throughout the community. Options include funding such projects on a pay as you go basis over several years or consider present value bond financing to construct more projects due to gaining economies of scale through bidding multiple projects at one time and take advantage of low historical interest rates in the municipal private placement market which currently prevail. By way of example, the Town of Oro Valley recently received 1.91% funds and Bullhead City recently received 1.98% funds, both of which had approximate 10-year amortizations using a similar financing structure outlined herein for the Town.

FINANCIAL IMPACT:

Staff has identified within the General Fund and HURF budgets the ability to allocate approximately $500,000 for an annual debt service payment for the repayment of bonded indebtedness. Based on this budget decision, The Town retained Stifel (Mark Reader and Erika Coombs) as our Placement Agent/Underwriter to assist with analyzing financing alternatives and to determine how much the Town could issue in bonds to finance new street improvements, assuming an approximate 12-year amortization period. Due to the recent attractive private placement financing bids (high 1% to mid 2%

range) received by other Arizona Cities and Towns; staff estimates the ability to borrow $4.8 million (subject to change based on final bids). The Town will issue Excise Tax Revenue Obligations which are secured by the Excise Tax Revenues of the Town of Florence. Excise Tax Revenues consists of Local Sales Tax, Licenses and Permits, Fines and Forfeitures and State Shared Revenues. Staff will work closely with Stifel and bond counsel, Greenberg Traurig (Michael Cafiso and Paul Gales) to submit a Term Sheet (see attached sample) and related Request for Proposal to approximately 12 financial institutions. The bids will be evaluated by Staff, Stifel and Greenberg Traurig and an award will be made based on the lowest cost of capital to the Town. If approved, staff expects to receive bids on or around November 20th with closing on or around December 10th. Awarding construction contracts for improvements can proceed expeditiously thereafter.

STAFF RECOMMENDATION:

Adopt Resolution No. 1567-15 allowing the Town of Florence to proceed with projects outlined in the Capital Improvement Plan relating to streets and roads thus obligating future Pinal County Road Tax revenues.

ATTACHMENTS:

Resolution No. 1567-15
Purchase Agreement: A Purchase Agreement, to be dated as of December 1, 2015, by and between a trustee bank to be selected by the Town, as seller (the "Trustee"), and the Town, as purchaser. The property which will be the subject of the Purchase Agreement will be conveyed to the Town by the Trustee for the Payments, all pursuant to the Purchase Agreement.
Trust Agreement: The Series 2015 Obligation will be executed by the Trustee pursuant to a Trust Agreement, to be dated as of December 1, 2015, between the Town and the Trustee. Under the Trust Agreement, the right to receive the Payments will be assigned to the Trustee.
Placement Agent Agreement: Stifel, Nicolaus & Company, Incorporated will submit a proposal to the place the Series 2015 Obligation with investor(s) pursuant to a Placement Agent Agreement, to be dated the date of placement of the Series 2015 Obligation, by and between the Town and the Placement Agent.
Tax Procedures: Pursuant to the Internal Revenue Code of 1986, as amended, issuers of obligations, the interest on which is intended to be excludable from the gross income of the owners thereof for federal income tax purposes (like the Series 2015 Obligation), are required to establish policies and procedures to ensure compliance with the applicable provisions of such Code. In order to ensure such compliance, written procedures (the Procedures) are adopted.
Draft Term Sheet, Historical and Projected Excise Tax Collections, Sample Debt Service Structure and Coverage

RESOLUTION NO. 1567-15

RESOLUTION OF TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE SALE AND EXECUTION AND DELIVERY OF A NOT TO EXCEED $5,500,000 AGGREGATE PRINCIPAL AMOUNT PLEDGED EXCISE TAX REVENUE OBLIGATION EVIDENCING THE INTEREST OF THE OWNER THEREOF IN A FIRST EXCISE TAX PURCHASE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH PURCHASE AGREEMENT, A FIRST EXCISE TAX TRUST AGREEMENT, A PLACEMENT AGENT AGREEMENT AND OTHER NECESSARY AGREEMENTS; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; ADOPTING POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH THE ISSUANCE OF OBLIGATIONS OF THE TOWN; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Common Council of the Town of Florence, Arizona (the "Town"), have determined to finance the costs of street improvements in and for the Town (collectively, the "Projects"), by entering into a First Excise Tax Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligation established as provided herein (the "Purchase Agreement"), with a bank authorized to exercise trust powers in the State of Arizona, appointed as provided hereby, as trustee (the "Trustee"), in its separate capacity as "Seller"; and

WHEREAS, in connection with the Purchase Agreement, the Mayor and Common Council of the Town have deemed it necessary and desirable to provide for the sale and execution and delivery of a pledged revenue obligation, provided for by this Resolution (the "Obligation"), evidencing the interest of the owner of the Obligation in payments to be made by the Town to the Trustee pursuant to the First Excise Tax Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligation (the "Trust Agreement"), between the Trustee and the Town, such payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligation will be secured by amounts received under the Purchase Agreement pursuant to which the Town will pledge Excise Tax Revenues and State Shared Revenues (as such terms are defined in the Trust Agreement); and

WHEREAS, the Mayor and Common Council of the Town will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (the "Placement Agent"), and not acting as a municipal advisor as defined in the "Registration of Municipal Advisors" rule promulgated by the United States Securities and Exchange Commission, pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213, and has determined that the Obligation should be placed by the Placement Agent; and

WHEREAS, the Placement Agent will submit such proposal to place the Obligation pursuant to a standard form of placement agent agreement, to be dated the date of placement of the Obligation (the "Placement Contract"), by and between the Town and the Placement Agent; and

WHEREAS, pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Regulations"), issuers of obligations, the interest on which is intended to be excludable from the gross income of the owners thereof for federal income tax purposes ("Tax-Exempt Obligations"), are required to establish policies and procedures to ensure compliance with the applicable provisions of the Code and the Regulations; and

WHEREAS, it is further also determined that procedures should be adopted in order to ensure that Tax-Exempt Obligations issued by the Town comply with the provisions of the Code and the Regulations (the "Procedures"); and

WHEREAS, there have been presented to the Mayor and Common Council of the Town at the meeting at which this Resolution is being adopted (1) the proposed form of the Purchase Agreement; (2) the proposed form of the Trust Agreement; (3) the proposed form of the Placement Contract and (4) the proposed form of the Procedures; and

WHEREAS, financing the costs of the Projects pursuant to the Purchase Agreement is in furtherance of the purposes of the Town and in the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THAT:

Section 1. (a) The execution and delivery of the Obligation by the Trustee is approved.

(b) The Manager or Finance Director of the Town are each authorized to determine on behalf of the Town the entity to serve as Trustee; the series name and designation of the Obligation; the date the Obligation is to be sold and the identity of the purchaser thereof; the total aggregate principal amount of the Obligation which is to be executed and delivered but not to exceed the aggregate principal amount of $5,500,000; the date the Obligation is to be dated; the dates on which interest on the Obligation is to be payable and the interest rate per annum the Obligation is to bear and the date the Obligation is to mature but not later than fourteen (14) years from the date of the execution and delivery of the Obligation and the provisions for prepayment thereof in advance of such date and the terms upon which the Obligation is to be sold (including determinations of price and placement agent compensation); provided, however, that the foregoing determinations shall not result in the yield on the Obligation, as calculated in accordance with Section 148 of the Code, exceeding three and one-quarter percent (3.25%).

(c) The form and other terms of the Obligation, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement and are approved.

Section 2. The Obligation is to be sold pursuant to the terms of the Placement Contract, as such terms are to be determined as provided hereinabove.

Section 3. The form, terms and provisions of the Purchase Agreement, the Trust Agreement and the Placement Contract, in substantially the forms of such documents (including the Obligation and other exhibits thereto) presented at the meeting of the Mayor and Common Council of the Town at which this Resolution is being adopted are approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove and shall be approved by the Mayor of the Town or any other member of the Council, and, in the case of the Purchase Contract, the Manager of the Town, the execution of each such document being conclusive evidence of such approval, and the Mayor of the Town or any other member of the Council and, in the case of the Purchase Contract, the Manager of the Town, or the Clerk of the Town, where applicable, are authorized and directed, for and on behalf of the Town, to execute and deliver and attest or approve the Purchase Agreement and the Trust Agreement and to take all action to carry out and comply with the terms of such documents.

Section 4. The Trustee (including in its separate capacity as Seller) is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement and the sale and execution and delivery of the Obligation and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 5. The covenants and agreements contained the Purchase Agreement as to the pledge of and the lien on Excise Tax Revenues and State Shared Revenues and the restriction on the issuance of further parity obligations secured by Excise Tax Revenues and State Shared Revenues are approved and confirmed.

Section 6. The Procedures are hereby adopted to establish policies and procedures in connection with Tax-Exempt Obligations issued by the Town to ensure that all applicable post-issuance requirements of the Code and the Regulations needed to preserve the status of such Tax-Exempt Obligations are met. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Procedures as may be determined is hereby reserved. The right to change the Procedures from time to time, without notice, is also reserved.

Section 7. The Mayor, the Manager, the Finance Director and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the Town, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements (including with the Placement Agent pursuant to SAVE) and other documents as may be necessary or convenient to be executed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 8. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery

of the Obligation as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 9. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 10. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, particularly to immediately sell the Obligation to secure the best available economic terms therefor, and an emergency is hereby declared to exist, and this Resolution will be in full force and effect from and after its passage by the Mayor and Common Council of the Town and it is hereby excepted from the referendum provisions of the Constitution and laws of the State of Arizona. After the Obligation is delivered by the Trustee and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Obligation and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

PASSED AND ADOPTED by the Council and approved by the Mayor of the Town of Florence, Arizona, this 16th day of November, 2015.

….....
Tom J. Rankin, Mayor

ATTEST:

.....
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

.....
Clifford L. Mattice. Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 1567-15 was duly passed and adopted by the Mayor and Common Council of the Town of Florence, Arizona, at a regular meeting held on the 16th day of November, 2015, and the vote was ……. ayes and ……. nays.

.....
Town Clerk

DRAFT
11/04/15

FIRST EXCISE TAX PURCHASE AGREEMENT

by and between

_____,
as Seller

and

THE TOWN OF FLORENCE, ARIZONA,
as Purchaser

Dated as of December 1, 2015

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FIRST EXCISE TAX PURCHASE AGREEMENT

THIS FIRST EXCISE TAX PURCHASE AGREEMENT, dated as of December 1, 2015 (this "Agreement"), by and between the TOWN OF FLORENCE, ARIZONA, a municipal corporation under the laws of the State of Arizona ("Town"), as purchaser hereunder, and _____, a national banking association ("Trustee"), in its capacity as trustee under the First Excise Tax Trust Agreement, dated as of even date herewith (the "Trust Agreement"), by and between Trustee and Town and as seller hereunder,

W I T N E S S E T H:

WHEREAS, the Mayor and Common Council of Town have determined that it will be beneficial for the citizens of Town for Town to finance the costs of the Projects (as such term and all other undefined terms used herein are defined in the Trust Agreement); and

WHEREAS, for such purpose, the Mayor and Common Council of Town requested that Trustee sell and execute and deliver the Obligation and the Trustee has, as described in the Trust Agreement, caused deposits to be made to the Acquisition Fund and the Costs of Issuance Fund; and

WHEREAS, Town is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize Town to enter into this Agreement and the transactions contemplated by this Agreement; Town has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of Town, enforceable against Town in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Town is now a party or by which Town is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Town; Town has disclosed in writing to Trustee all facts that do or will materially adversely affect the properties, operations or financial condition of Town and that any financial statements, notices or other written statements provided by Town to Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading and the Projects comply with all applicable environmental laws, rules and regulations (including, without limitation, all federal, state and local laws) and with Title III of the Americans with Disabilities Act and the regulations issued thereunder by the United States Department of Justice concerning accessibility of places of public accommodation and commercial facilities if and to the extent such Act and regulations apply to the Projects; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) Trustee hereby sells and conveys to Town, and Town hereby buys and accepts from Trustee, the Projects. (Town acknowledges that it is receiving good and valuable consideration from such sale.)

(b) Trustee shall have no further obligation to provide funds for the Projects, and Town shall be entitled to sole and exclusive possession of the Projects.

(c) As the purchase price, Town shall pay the Payments to Trustee. (The Interest Portion is interest for purposes of the Code.) This Agreement shall be deemed and construed to be a "*net purchase agreement*," and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

Town shall further also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement and to the United States of America any amounts required by Section 11(b)(ii).

(d) The obligation of Town to pay the amounts described in paragraph (c) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to Town or otherwise, or out of indebtedness or liability at any time owing to Town by Trustee. Until such time as all of the payments described in paragraph (c) hereof (including the Payments) shall have been fully paid or provided for, Town (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure of Trustee or any other person to acquire the Projects, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects or the taking by *eminent domain* of title to or temporary use of any or all of the Projects, commercial frustration of purpose, abandonment of the Projects by Town, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, Town may institute such action against Trustee as Town may deem

necessary to compel performance so long as such action does not abrogate the obligations of Town contained in the first sentence of this paragraph.

(e) Any of the payments described in paragraph (c) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(f) Amounts payable to Trustee shall be paid by the means by Trustee specified in writing to Town.

Section 2. Pledge; Limited Obligation.

(a) Excise Tax Revenues and State Shared Revenues are hereby irrevocably pledged by Town to the payment of all amounts described in Section 1(c) hereof (including the Payments), and payments of such amounts shall be secured by a paramount and first lien on and pledge of Excise Tax Revenues and State Shared Revenues, on parity with the pledge and lien hereby granted by Town for the payment and security of any Additional Revenue Obligations. Town shall make said payments from Excise Tax Revenues and State Shared Revenues (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on Excise Tax Revenues and State Shared Revenues and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Tax Revenues and State Shared Revenues or security therefor.

(b) Town shall remit to Trustee from Excise Tax Revenues and State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of Town to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Tax Revenues and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of Town, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) Town may, at the sole option of Town, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as Town shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by Town or from bonds or other obligations, the payment of which Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Revenues from Excise Taxes and State Shared Revenues. Excise Tax Revenues and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by Town for any lawful purpose for the benefit of Town, including the payment of obligations to which Excise Tax Revenues and State Shared

Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from Excise Tax Revenues and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to any Additional Revenue Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Additional Revenue Obligations. Additional Revenue Obligations may be incurred but only if Excise Tax Revenues plus State Shared Revenues, in the most recently completed Fiscal Year, shall have amounted to at least two (2) times the Maximum Annual Debt Service.

Section 5. Town Control over Revenue Collection. To the extent permitted by applicable law, Excise Tax Revenues shall be retained and maintained so that the amounts received from Excise Tax Revenues plus State Shared Revenues all within and for the most recently completed Fiscal Year, shall have been equal to at least two (2) times the Annual Debt Service for the current Fiscal Year. If Excise Tax Revenues plus State Shared Revenues for any such Fiscal Year shall not have been equal to at least two (2) times the Annual Debt Service for the current Fiscal Year or if at any time it appears that Excise Tax Revenues plus State Shared Revenues will not be sufficient to meet such requirements, Town shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the Excise Tax Revenues or increase the rates for the excise taxes which are part of the Excise Tax Revenues currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each Fiscal Year in order that (i) Excise Tax Revenues plus State Shared Revenues will be sufficient to meet all current requirements hereunder and (ii) Excise Tax Revenues plus State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

Section 6. Certain Matters with Respect to Projects.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Projects for any particular purpose or the conformity of the Projects to any plans, specifications, construction contract, purchase order, model or sample, or as to their design, construction, delivery, installation, construction oversight and operation or their suitability for use by Town after completion. All such risks shall be borne by Town without in any way excusing Town from its obligations under this Agreement, and Trustee shall not be liable to Town for any damages on account of such risks. Except with respect to any acts by Trustee which are not undertaken at the request of Town or with the prior approval of Town, Town waives all claims against Trustee growing out of the acquisition of the Projects. Trustee shall have no liability to Town for any failure of any contractor to perform any contract or other undertaking with respect to the Projects in any respect. Trustee shall have no obligation to obtain or insure compliance with any required permits or approval procedures with respect to the Projects. In the event of any defect in any item of the Projects or other claim with

respect to the Projects, recourse of Town shall be against the contractors, manufacturers, suppliers, etc. of the Projects and, where applicable, the person selling the property to Trustee, and not against Trustee. For such purpose, Trustee hereby assigns and transfers to Town the right, title and interest of Trustee in and to all representations, warranties, guarantees and service agreements relating to the Projects made or entered into by Trustee and by any contractor, manufacturers, suppliers, etc. of the Projects. Trustee further designates Town as its attorney-in-fact granting to Town the right to initiate and take all actions necessary to enforce any and all construction contracts and all such warranties and service agreements. Trustee is entering into this Agreement solely as Trustee, shall not be personally liable hereunder and shall be afforded the same rights, protections, immunities and indemnities acting hereunder as afforded to it as Trustee under the Trust Agreement. Notwithstanding anything to the contrary herein, at no time shall the Trustee be listed in the chain of title to the Projects.

(b) Trustee hereby irrevocably appoints Town as its sole and exclusive agent to act for and on behalf of Trustee in acquiring the Projects. As such agent, Town shall have full authority to do all things necessary to bring about the financing of the Projects. Trustee shall not be liable, responsible or accountable for the acts of Town as its agent hereunder, and Town hereby assumes all responsibility for the performance of such duties. Should any shortfall or deficiency occur in the Acquisition Fund, the Town shall immediately pay such amounts to Trustee for deposit in the Acquisition Fund.

(c) Town, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Agreement, peaceably and quietly, have, hold and enjoy the Projects, without suit, trouble or hindrance from Trustee. Town hereby grants and conveys to Trustee, and all persons claiming by, through or under Trustee, including its successors and assigns under the Trust Agreement and the Owner for whom it acts, a nonexclusive easement upon, in and to the Projects for the purpose of permitting the Projects to be maintained upon the premises.

(d) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Projects is solely in its capacity as Trustee for the purpose of facilitating the financing of the Projects, and Trustee shall not have the power, authority or obligation to assume any responsibility for the overall management or maintenance of the Projects, including, without limitation, any day-to-day decision-making or operational aspects of the Projects.

Section 7. Providing for Payment. Town may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid under Section 4.1 of the Trust Agreement or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and Town, by a national firm of certified public accountants acceptable to Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid under Section 4.1 of the Trust Agreement.

Upon any partial prepayment of a Payment, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate on the portion of the Obligation remaining outstanding after the partial prepayment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on the Obligation when due.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to this Agreement or the Obligation. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Section 1(c) hereof (including the Payments) and provided that Town has performed all the covenants and agreements required by Town to be performed, this Agreement shall cease and expire. The obligations of Town under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and Town shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that Town shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 1(c) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement, (B) the violation by Town of any other covenant or provision of this Agreement or the Trust Agreement, (C) the occurrence of an event of default with respect to any Additional Revenue Obligations or (D) the insolvency or bankruptcy of Town as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of Town or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Section 1(c) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to any Additional Revenue Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default and (C) in the case of any other

default under any Additional Revenue Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by Town under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of Town under the Trust Agreement or this Agreement, and with respect to Excise Tax Revenues and State Shared Revenues, without notice and without giving any bond or surety to Town or anyone claiming under Town, have a receiver appointed of Excise Tax Revenues and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and Town does hereby irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by Trustee with all the covenants and conditions hereof. Town shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by Town properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve Town of its obligations to make the various payments herein required, so long as the Obligation remains outstanding; however, Town may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. Federal Law Provisions.

(a) (i) No direction by Town for the making of any investment or other use of the proceeds of any of the Obligations or of the Projects shall be made which would cause the Obligation to be an "arbitrage bond" as that term is defined in section 148 (or any successor provision thereto) of the Code or "private activity bonds" as that term is defined in section 141 (or any successor provision thereto) of the Code, and the requirements of such sections and related regulations of the Code shall be complied with throughout the term of the Obligation. (Particularly, Town shall be the owner of the Projects for federal income tax purposes. Town shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Projects unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Projects). Also, the payment of principal and interest with respect to the Obligation shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Obligation, or amounts treated as proceeds of the Obligation, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which the Obligation is being executed and delivered, may be so used in making investments in a *bona fide* debt service fund or may be invested in obligations issued by the United States Treasury. Town shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the execution and delivery of the Obligation (initially those in subsection (b)) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion. In consideration of the purchase and acceptance of the Obligation by the owners from time to time thereof and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, Town shall, and the appropriate officials of Town are hereby directed, to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(ii) (A) Town shall take all necessary and desirable steps, as determined by the Mayor and Council of Town, to comply with the requirements hereunder in order to ensure that the Interest Portion is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be

required in the event Town receives a Special Counsel's Opinion that either compliance with such requirement is not required to maintain the exclusion from gross income of the Interest Portion or compliance with some other requirement will meet the requirements of the Code. In the event Town receives such a Special Counsel's Opinion, the parties agree to amend this Agreement to conform to the requirements set forth in such opinion.

(B) If for any reason any requirement hereunder is not complied with, Town shall take all necessary and desirable steps, as determined by Town, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and Town shall pay any required interest or penalty under hereinafter described Regulations section 1.148-3(h) with respect to the Code.

(C) Written procedures have been established for Town to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Regulations and to monitor the requirements of section 148 of the Code relating to arbitrage, with which Town will comply.

(D) Town designates the Obligation as a "qualified tax-exempt obligation" for purposes of section 265(b)(3) of the Code. In that connection, Town, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, during the current calendar year have not issued and will not issue tax-exempt obligations designated as qualified tax-exempt obligations in an aggregate amount, including the Obligation, exceeding $10,000,000.

(b) (i) Terms not otherwise defined in paragraph (ii) hereof shall have the meanings given to them in the arbitrage certificate of Town delivered in connection with the execution and delivery of the Obligation.

(ii) The following terms shall have the following meanings:

(b) (i) Undefined terms used in this subsection shall have the meanings given to them in the Code and Regulations.

Bond Year shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Obligation and shall end on the date selected by Town, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the Obligation.

Bond Yield is as indicated in such arbitrage certificate. Bond Yield shall be recomputed if required by Regulations section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Obligation as determined under Regulations section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Obligation and using semiannual compounding on the basis of a 360-day year.

Gross Proceeds shall mean:

(i) any amounts actually or constructively received by Town from the sale of the Obligation but excluding amounts used to pay accrued interest on the Obligation within one year of the date of issuance of the Obligation;

(ii) transferred proceeds of the Obligation under Regulations section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii) and

(iv) replacement proceeds of the Obligation within the meaning of Regulations section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Obligation, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Obligation in the event Town or Trustee encounters financial difficulties and other replacement proceeds within the meaning of Regulations section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account established under the Trust Agreement.

Investment Property shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations section 1.148-1(b).

Issue Price means the par amount of the Obligation. Issue price shall be determined as provided in Regulations section 1.148-1(b).

Nonpurpose Investment shall mean any Investment Property acquired with Gross Proceeds and which is not acquired to carry out the governmental purposes of the Obligation.

Payment shall mean any payment within the meaning of Regulations section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

Rebate Requirement shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under section 148(f)(4) of the Code or Regulations section 1.148-7.

Receipt shall mean any receipt within the meaning of Regulations section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

Regulations shall mean the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

Special Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by Town.

(iii) Unless an exception available pursuant to the Regulations applies as indicated in a Special Counsel's Opinion or a written statement of an expert consultant employed pursuant to paragraph (viii) hereof, within 60 days after the end of each Bond Year, Town shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(A) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Obligation (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Obligation (determined as of the last day of such Bond Year); and

(B) not later than 60 days after the retirement of the Obligation, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the Obligation).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(iv) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(v) For purposes of paragraph (iv), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(A) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing purchaser would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(B) Except as provided in Subsection (vi) or (vii), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(C) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such

acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(vi) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(A) the yield on reasonably comparable direct obligations of the United States; and

(B) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(A) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with Town or any other person (whether or not in connection with the Obligations), and that the bid is not being submitted solely as a courtesy to Town or any other person for purposes of satisfying the requirements in the Regulations that Town receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Obligation.

(B) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(C) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material financial interest in the Obligation (e.g., a lead underwriter within 15 days of the issue date of the Obligation or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If Town uses an agent to conduct the bidding, the agent may not bid.

(D) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(E) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(F) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(G) The provider of the investment contract certifies the administrative costs (as defined in Regulations section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(H) Town retains until three years after the Obligation is retired, (1) a copy of the guaranteed investment contract, (2) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by Town and a copy of the provider's certification described in (G) above, (3) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (4) the bid solicitation form and, if the terms of the guaranteed investment contract deviate from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(viii) Such experts and consultants shall be employed by Town to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with section 148(f) of the Code with respect to the Obligation.

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that Town may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Trustee within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by Town. No basis exists for Town to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material

breach of this Agreement and may result in the termination of the services of Trustee by Town. Town retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by Town. Trustee shall cooperate with the random inspections by Town including granting Town entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

Section 13. Miscellaneous**.**

(a) No covenant or obligation herein to be performed by Town may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by Town of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and Town, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

Trustee:

_____, as seller

By .....
Printed Name: .....
Title: .....

Town:

TOWN OF FLORENCE, ARIZONA, a municipal corporation under the laws of the State of Arizona, as purchaser

By .....
Mayor

ATTEST:

By .....
Town Clerk

SCHEDULE

Payment Date	Principal	Interest	Total Payment
01/01/16		$	$
07/01/16			
01/01/17			
07/01/17	$		
01/01/18			
07/01/18			
01/01/19			
07/01/19			
01/01/20			
07/01/20			
01/01/21			
07/01/21			
01/01/22			
07/01/22			
01/01/23			
07/01/23			
01/01/24			
07/01/24			
01/01/25			
07/01/25			
01/01/26			
07/01/26			
01/01/27			
07/01/27			
Total	**$**	**$**	**$**

DRAFT
11/04/15

FIRST EXCISE TAX TRUST AGREEMENT

by and between

_____,
as Trustee

and

THE TOWN OF FLORENCE, ARIZONA,
as Purchaser

Dated as of December 1, 2015

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* * *

FIRST EXCISE TAX TRUST AGREEMENT

THIS FIRST EXCISE TAX TRUST AGREEMENT, dated as of December 1, 2015 (together with any duly authorized, executed and delivered supplement thereto, this "Trust Agreement"), by and between _____, a national banking association, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement (the "Trustee") and in its capacity as "Seller" pursuant to the Purchase Agreement (as such term and all other terms not otherwise defined hereinabove are hereinafter defined), and THE TOWN OF FLORENCE, ARIZONA, a municipal corporation under the laws of the State of Arizona (the "Town");

W I T N E S S E T H:

WHEREAS, the Mayor and Common Council of the Town have determined that it will be beneficial to the citizens of the Town to finance the costs of the acquisition and construction of street improvements in and for the Town (collectively, the "Projects"), including reimbursement of certain legal and engineering expenses; and

WHEREAS, for such purpose, the Mayor and the Council of the Town requested that the Trustee sell and execute and deliver a Pledged Excise Tax Revenue Obligation, Series 2015, in the principal amount of $_____,000 (the "Obligation"), and the Trustee has, as described in this Trust Agreement, caused deposits to be made to the Acquisition Fund and the Costs of Issuance Fund;

NOW, THEREFORE, in consideration for the Obligation executed and delivered under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligation by the Owner, and to secure the payment of principal and interest (to the extent provided herein) represented by the Obligation, the rights of the Owner of the Obligation and the performance and the observance of the covenants and conditions contained in the Obligation, the Purchase Agreement and herein, and the performance and the observance of all of the covenants and conditions contained therein, the Town absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement and for the benefit of the Owner of the Obligation:

A. All right, title and interest of the Trustee, in its separate capacity as seller, in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the Town under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligation, by Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the Town, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the benefit and security of the Owner conditioned, however, that if the Town shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth. For such purposes, the Town and the Trustee hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and in the Purchase Agreement and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"Acquisition Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Additional Revenue Obligations" means any additional obligations which may hereafter be issued or incurred by the Town (or any financing conduit acting on behalf of the Town) having a lien upon and payable from Excise Tax Revenues and State Shared Revenues on a parity with, and in compliance with the terms of, the Purchase Agreement.

"Annual Debt Service" means the amount to be paid in any Fiscal Year with respect to the Parity Obligations for payment of principal and interest requirements.

"Business Day" means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

"Certificate of Completion" means the notice of completion, filed with the Trustee by the Town Representative, stating that the Projects have been acquired.

"Closing Date" means December ___, 2015.

"Code" means the Internal Revenue Code of 1986, as amended. References to the Code and Sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those Sections, regulations or temporary regulations and any applicable regulations or temporary regulations issued pursuant to the Internal Revenue Code of 1954.

"Completion Date" means the date on which the Certificate of Completion is filed with the Trustee by the Town Representative.

"Construction Contract" means, collectively, any contracts between the Town and a Contractor, for the installation, construction and other matters necessary for any portion of the Projects.

"Contractor" means any contractor under a Construction Contract and any successor or assigns permitted.

"Corporate Trust Office" means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

"Costs of Issuance Fund" means the fund of that name established pursuant to Article III and held by the Trustee.

"Defaulted Interest" has the meaning provided in Section 2.10.

"Defeasance Obligations" means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, (5) securities eligible for "AAA" defeasance under then-existing criteria of S&P or (6) any combination of the foregoing.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the Town or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligation, as applicable, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligation and charges and fees in connection with the foregoing.

"Depository Trustee" means any bank or trust company, which may include the Trustee, designated by the Town, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

"Designated Office" means the office designated as such by the Trustee in writing to the Town.

"Electronically" means with respect to notice, one transmitted through a timesharing terminal, computer network or facsimile machine, if operative as between any two parties, or if not operative, by telephone (promptly confirmed in writing).

"Event of Default" means an event of default under the Purchase Agreement as provided in Section 9 thereof.

"Excise Tax Revenues" means revenues from the Town sale taxes, license and permit fees and fines and forfeitures which the Town now collects; provided that the Mayor and Common Council of the Town may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

"Fiscal Year" means the fiscal year of the Town, currently the period July 1 through June 30.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Town or the Trustee and which may include the counsel giving a Special Counsel's Opinion.

"Interest Payment Date" means each January 1 and July 1 commencing _____ 1, 2016, while the principal represented by any Obligation is outstanding provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

"Interest Portion" means the amounts of each of the Payments in the column in the Schedule attached to the Purchase Agreement designated "Interest," denominated as and comprising interest pursuant to the Purchase Agreement and received by the Owner.

"Market Value" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

"Maximum Annual Debt Service" means, for any Fiscal Year, the greatest Annual Debt Service for the then-current or any succeeding Fiscal Year.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"Notification" shall have the meaning provided in Section 10.3.

"Owner" or any similar term, when used with respect to an Obligation means _____, or the entities provided in Section 2.8.

"Parity Obligations" means the Purchase Agreement and any Additional Revenue Obligations.

"Payment Fund" means the fund of that name established pursuant to Article V and held by the Trustee.

"Payment Request Form" means the form set forth in Exhibit B which is attached hereto.

"Payments" means the "Payments" required to be paid by the Town pursuant to Section 1(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement, subject to the provisions of Section 5.2(b).

"Permitted Investments" means any investment permitted by Section 35-323, Arizona Revised Statutes, or any other investment permitted by applicable law.

"Project Costs" means, with respect to the Projects, all architectural, engineering, soils, survey, archaeology, demolition, construction management fees, development fees, contingencies and other related costs of installation, construction and other matters necessary for the Projects and all costs incurred by Trustee or the Town with respect to the transaction to which this Trust Agreement pertains.

"Purchase Agreement" means the First Excise Tax Purchase Agreement, dated as of December 1, 2015, by and between the Trustee, as seller, and the Town, as purchaser.

"Regular Record Date" means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

"Regulations" means the sections 1.148-1 through 1.148-11 and section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

"Reimbursement Request Form" means the form set forth in Exhibit C attached hereto.

"Responsible Officer" means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary,

the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

"S&P" means Standard & Poor's Financial Services, LLC, a limited liability company organized and existing under the laws of the State of New York, its successors and assigns, and, if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"Special Record Date" has the meaning provided in Section 2.11(d).

"State" means the State of Arizona.

"State Shared Revenues" means revenues from amounts allocated or apportioned to the Town by the State, any political subdivision thereof or any other governmental unit or agency, except the share of the Town of any taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

"Town Representative" means the Town Manager, the Town Finance Director or any other person authorized by the Town Manager or the Mayor and Common Council to act on behalf of the Town with respect to this Trust Agreement.

"Vendor" means any supplier of items for inclusion in the Projects who is to be paid from amounts held in the Acquisition Fund.

Words importing persons include firms, associations and corporations, and the singular and plural forms of words shall be deemed interchangeable wherever appropriate.

ARTICLE II
SPECIAL REVENUE OBLIGATIONS

Section 2.1. Authorization of the Obligation. The Trustee is hereby authorized and directed by the Town to execute and deliver to the Owner, the Obligation in the form of a single, certificated obligation, registered in the name of the Owner in the principal amount of $____,000, evidencing a one hundred percent (100%) proportionate ownership interest in the Payments. In no event shall the Obligation be deemed a liability, debt or obligation of the Trustee.

Section 2.2. Date; Interest Accrual. The Obligation shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Obligation.

Section 2.3. Payment Amount and Date and Interest Rate. Principal represented by the Obligation shall be payable on July 1, 20__, and, unless otherwise provided, interest represented thereby shall be computed at the rate of _____ percent (____%).

Section 2.4. Interest on Obligation. Interest represented by the Obligation shall be payable semiannually on the Interest Payment Dates, to and including the date of payment or prepayment of the amount of principal represented by the Obligation. Said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligation. The Interest Portion shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months).

Section 2.5. Form. The Obligation shall be in the form of one fully registered, physically certificated Obligation registered in the name of the Owner. The Obligation shall be substantially in the form set forth in Exhibit A hereto.

Section 2.6. Execution. The Obligation shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on the Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. The Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of the Obligation shall be the proper authorized representative of the Trustee although at the nominal date of the Obligation such person shall not have been such authorized representative of the Trustee. The Obligation shall not be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of the Obligation shall be conclusive evidence that the Obligation has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligation shall forthwith be applied by the Trustee as follows, in the following order of priority:

(1) $_____ of the proceeds of the sale of the Obligation shall be deposited in the Costs of Issuance Fund and

(2) the balance of the proceeds of the sale of the Obligation shall be deposited in the Acquisition Fund.

Section 2.8. Transfer and Exchange.

(a) Any Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligation required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a

written instrument of transfer in a form approved by the Trustee, duly executed. Whenever the Obligation shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation in fully registered form for the payment amount representing principal then remaining unpaid. For the avoidance of doubt, any transfer of the Obligation must be made for the full amount of any remaining unpaid amount represented by principal and there shall never be more than one Obligation outstanding hereunder.

(b) The Trustee may, but shall not be obligated to, register the transfer of the Obligation (i) if principal of the Obligation is to be prepaid, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. Any notice of prepayment which has been given to the transferor shall be binding on the transferee and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation.

Section 2.9. Obligation Mutilated, Lost, Destroyed or Stolen. If the Obligation shall become mutilated, the Trustee, at the expense of the Owner, shall execute and deliver a new Obligation of like tenor and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to the Owner. If the Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall execute and deliver a new Obligation to the Owner of like tenor and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being outstanding. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has become due, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) The principal (except the final payment thereof whether because of payment or prepayment) and interest due with respect to the Obligation (except that due upon such final payment) shall be payable in lawful money of the United States of America by wire transfer as instructed by the Owner by written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address. The final payment of principal of the Obligation plus accrued interest to the date of payment thereof shall be paid in lawful money of the United States of America upon surrender when due at the Designated Office.

(b) Any interest represented by the Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner. Such Defaulted Interest at the same

rate as the Obligation shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the Town) to the Owner at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the "Special Record Date"). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed, first class postage prepaid, to the Owner not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the Owner on such Special Record Date.

(c) In the event the Obligation is not presented for payment at its stated payment date, if moneys sufficient to pay the principal and interest related to the Obligation have been deposited pursuant hereto for such payment, all liability to the Owner thereof for the payment thereof will forthwith cease and be completely discharged, and thereupon it will be the duty of the Trustee to hold such moneys as provided herein, without liability for interest thereon, for the benefit of the Owner, who will thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part hereunder or on, or with respect to, the Obligation.

Section 2.11. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Owner may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the Owner in person or by its attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligation shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if the fact and date of the execution by the Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of the Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.12. Obligation Register. The Trustee will keep or cause to be kept, at the Corporate Trust Office, sufficient books for the registration and transfer of the Obligation which shall at all times during regular business hours on any Business Day be open to inspection by the Town and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Obligation as hereinbefore provided.

ARTICLE III
APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; ACQUISITION FUND; COSTS OF ISSUANCE FUND

Section 3.1. Establishment and Application of Acquisition Fund.

(a) The Trustee shall establish a special trust fund designated as the "Town of Florence Series 2015 Acquisition Fund" (herein referred to as the "Acquisition Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) (1) (i) Upon receipt of a duly executed, applicable Payment Request Form, the Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form for Project Costs within three (3) Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the Town for any Project Costs incurred or advanced by the Town within three (3) Business Days of receipt of a duly executed Reimbursement Request Form. The Trustee has no duty or obligation to confirm that such disbursements constitute Project Costs.

(ii) Project Costs will be paid directly to the Contractor, the Vendor or the payee named in the Payment Request Form unless the Contractor, the Vendor, the payee named or the Town Representative request payment to be made to the Contractor, the Vendor or the payee named and another party jointly, in which case such cost shall be paid jointly.

(2) Should any shortfall or deficiency occur in the Acquisition Fund, the Town shall immediately pay such amounts to the Trustee in addition to the Payments otherwise due pursuant to the Purchase Agreement.

(3) Amounts in the Acquisition Fund shall be used to pay principal of and interest on the Obligation if insufficient funds are otherwise available to make such payments when due.

(4) On the Completion Date, all remaining moneys in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the Town on the next succeeding Interest Payment Date, and the Acquisition Fund shall be closed.

(5) Any amount remaining in the Acquisition Fund upon the occurrence of an Event of Default shall not be disbursed as provided in this Section, but shall be immediately transferred to the Payment Fund and used to pay principal and interest with respect to the Obligation.

Section 3.2. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the "Town of Florence Series 2015 Costs of Issuance Fund" (herein referred to as the "Costs of Issuance Fund"), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to rely) executed or approved by the Town Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such disbursements constitute Delivery Costs.

(c) On the earlier of February 1, 2016, or when all Delivery Costs associated with the Obligation have been paid (as shown by a certificate of a Town Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund, and the Costs of Issuance Fund shall be closed.

ARTICLE IV
PREPAYMENT OF OBLIGATIONS

Section 4.1. Prepayment Provisions.

(a) Principal represented by the Obligation is subject to prepayment at the option of the Town from prepayments made by the Town pursuant to Section 7 of the Purchase Agreement, in whole (but not in part) on any date on or after July 1, 20__, at a price equal to the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium. **[???]**

(b) Principal represented by the Obligation shall be prepaid on July 1 of the years indicated and in the amounts indicated at a price equal to the principal amount thereof plus interest accrued to the date fixed for prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid
2017	$___,000
2018	
2019	
2020	

Year Prepaid	Principal Amount Prepaid
2021	
2022	
2023	
2024	
2025	
2026	
2027	

Section 4.2. Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of any prepayment of the Obligation hereunder, other than by mandatory prepayment, to be transmitted Electronically to the Owner. Each such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the prepayment date, (2) specify with respect to the Obligation the prepayment date, (3) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained and (4) state that from the prepayment date interest will cease to accrue.

(b) If at the time of notice of an optional prepayment of the Obligation there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay the Obligation and the requirements of (e) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and the Obligation shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (e) below are met.

(c) A certificate of the Trustee shall conclusively establish the delivery of any such notice for all purposes.

(d) Notice having been provided in the manner described in (a) above, the Obligation shall become due and payable on the prepayment date, and shall be paid at the prepayment price, plus interest accrued to the prepayment date.

(e) If the money or Defeasance Obligations for the prepayment of portions thereof to be prepaid, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date those portions thereof to be prepaid shall cease to bear interest and no longer shall be considered to be outstanding hereunder. If those moneys shall not be so available on the prepayment date, those portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for prepayment.

(f) All moneys deposited in the Payment Fund and held by the Trustee for the prepayment shall be held in trust for the account of the Owner and shall be paid for such purpose.

Section 4.3. Partial Prepayment of Obligation. Upon surrender of any Obligation, the principal portion of which has been prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the Town, a new Obligation equal in aggregate payment amount to the unpaid portion of the Obligation surrendered and due on the same payment date.

ARTICLE V
PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owner.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "Town of Florence Series 2015 Payment Fund" (herein referred to as the "Payment Fund"). So long as the Obligation is outstanding, the Town shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the Town of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligation then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal, interest and premium, if any, represented by the Obligation as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the Town, the Trustee shall, on or before the next Interest Payment Date occurring on July 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of the Obligation, including accrued interest and prepayment premium, if any, and payment of any

applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the Town.

ARTICLE VI
MONEYS IN FUNDS; INVESTMENT; CERTAIN TAX COVENANTS

Section 6.1. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owner and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Town or the Owner.

Section 6.2. Investments Authorized. Upon written order of the Town Representative and subject to the limitations provided herein, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments having the highest yield reasonably obtainable. The Town Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the Town Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the Town Representative as to both the suitability and legality of the directed investments. The Town acknowledges that regulations of the Comptroller of the Currency grant the Town the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the Town specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 6.3. Accounting. The Trustee shall furnish to the Town, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein. At the direction of the Town Representative, any such income, profit or interest shall be transferred and applied if necessary to pay amounts due pursuant to section 148 of the Code.

Section 6.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 6.6. Limitation of Investment Yield. In the event the Town is of the opinion that it is necessary to restrict or limit the yield on the investment of any amounts paid to or held by the Trustee hereunder in order to avoid the Obligation being considered an "arbitrage bond" within the meaning of section 148 of the Code, the Town Representative may issue to the Trustee a written certificate to such effect (along with appropriate instructions), in which event the Trustee will take such action as is instructed so to restrict or limit the yield on such investment in accordance with the specific instructions contained in such certificate.

Section 6.7. Other Tax Covenants. In consideration of the acceptance and execution of the Purchase Agreement by the Trustee and the purchase by the Owner, from time to time, and in consideration of retaining the exclusion of the Interest Portion from gross income of the Owner for federal income tax purposes, the Town shall, from time to time, neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in the Interest Portion becoming subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Purchase Agreement or such laws as they may be modified or amended or tax laws later adopted. The Town shall comply with such requirement(s) and will take any such action(s) as are necessary to prevent such portion of each such Payment from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements required by any Special Counsel's Opinion; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Obligation; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys held pursuant to this Trust Agreement and limiting the use of the proceeds of the Obligation and property financed thereby.

ARTICLE VII
THE TRUSTEE

Section 7.1. Appointment of Trustee. The Town hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The Town shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or State authority, so long as the Obligation is outstanding. If such bank or trust company publishes a

report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligation shall be taken as statements, covenants and agreements of the Town, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or the Obligation or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligation assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of the affairs of the Trustee.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to take any action at the Owner's request unless the Obligation shall be deposited with the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved

and established by the certificate of the Town Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The recitals, statements and representations by the Town contained in this Trust Agreement, the Purchase Agreement or the Obligation shall be taken and construed as made by and on the part of the Town and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(d) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(e) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(f) The Trustee shall not be accountable for the use or application by the Town or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(g) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the Town of the Projects. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement for the acquisition of the Projects.

(h) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the Town or the Owner.

(i) The Trustee shall accept and act upon instructions of directions pursuant to this Trust Agreement sent by unsecured email, facsimile transmission or other similar

unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee email or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(j) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(k) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Obligation.

(l) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Projects.

(m) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligation as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(n) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owner relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

Section 7.5. Compensation of Trustee. The Town shall from time to time, pursuant to a fee schedule agreed to between the Town and the Trustee (which schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The Town (but only if no Event of Default has occurred and is continuing) or the Owner, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the Town. Upon receiving such notice of resignation, the Town shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the Town does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the Town shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owner at its address set forth in the registration books required to be kept pursuant to the provisions of Section 2.12.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes

only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the Town, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the Town Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owner, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owner shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed payment of principal represented by the Obligation or reducing the interest represented thereby or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner, or (2) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owner, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of the Owner, but only (1) to provide for additions or modifications to the Projects, (2) to add to the covenants and agreements of any party other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the Town, (3) to secure additional revenues or provide additional security or reserves for payment of the Obligation, (4) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (5) to provide for the appointment of a successor trustee pursuant to the terms hereof, (6) to preserve the exclusion of the Interest Portion from gross income for purposes of federal or State income taxes and to preserve the power of the Town to continue to issue bonds or incur other obligations the interest on which is likewise exempt from federal and State income taxes, (7) to cure, correct or supplement any ambiguous or defective provision contained herein or therein or (8) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially, adversely affect the interests of the Owner as evidenced by a Special Counsel's Opinion delivered by the Town to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement complies with this Section.

Section 8.2. Procedure for Amendment With Written Consent of Obligation Owner.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owner is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owner for its consent thereto, shall be mailed by the Trustee to the Owner.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owner and a notice shall have been mailed as hereinafter in this Section provided.

(c) After the Owner shall have filed its consent to such supplemental or amending agreement, the Trustee shall mail a notice to the Owner in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owner and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owner at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within sixty (60) days.

Section 8.3. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and the Owner, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.4. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that any Obligation delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of a substitute Obligation, so modified as in the opinion of the Trustee is necessary to conform to the Owner's action, which substitute Obligation shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner, such substitute Obligation shall be exchanged at the Designated Office of the Trustee, without cost to the Owner, for an Obligation of the same character then outstanding, upon surrender of the Owner's Obligation.

Section 8.5. Amendatory Endorsement of Obligation. The provisions of this Article shall not prevent the Owner from accepting any amendment or supplement, provided that proper notation thereof is made on the Obligation.

ARTICLE IX
COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The Town shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The Town, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The Town shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Town, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The Town shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owner.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the Town) and the Town shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owner the rights and benefits provided herein.

Section 9.5. Notification to the Town of Failure to Make Payments. The Trustee shall notify the Town of any failure by the Town to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such

day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

Section 9.7. Providing Budgets and Audits. The Town shall provide notice to the Owner (as long as the Owner is _____) when the audited financial statements of the Town for the preceding Fiscal Year are available on the website of the Town. Upon request and to the extent available, the Town shall provide such other financial information to the Owner (as long as the Owner is _____) as requested thereby.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Town. Except for the payment of Payments from Excise Tax Revenues and State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the Town contained in the Purchase Agreement and herein, the Town shall have no pecuniary obligation or liability to any of the other parties or to the Owner with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligation or the distribution of Payments to the Owner by the Trustee.

Section 10.2. No Liability of the Town for Trustee Performance. The Town shall have no obligation or liability to any of the other parties or to the Owner with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the Town shall indemnify and save the Trustee and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) the use, maintenance, condition or management of, or from any work or thing done on, the Projects or any portion thereof or interest therein by the Town; (2) any breach or default on the part of the Town in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Projects or any interest therein; (3) any act of negligence of the Town or of any of its agents, contractors, servants, employees or licensees with respect to the Projects; (4) any act of negligence of any assignee of, or purchaser from, the Town or of any of its or their agents, contractors, servants, employees or licensees with respect to the Projects; (5) the acquisition of the Projects or any interest therein; (6) the actions of any other party, including but not limited to the operation or use of the Projects or interest therein by the Town; (7) the ownership of the Projects or interest therein; (8) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligation or in connection with any document or transaction contemplated herewith or therewith; or (9) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Obligation,

including the costs and expenses of defending itself against any claim of liability arising under this Trust Agreement. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement by a lien prior to that for the Obligation. The obligations of the Town hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligation or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the Town hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the Town in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the Town in order that the Town may defend, compromise or settle any such matters or actions which may result in payment by the Town hereunder. The Town shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the Town, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the Town timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the Town hereunder. The Town shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the Town shall pay all losses and the Trustee shall be fully released from such claim or action. If the Town either fails to timely give its notice or notifies the Trustee that the Town will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the Town. In the event the Town is required to and does indemnify the Trustee as herein provided, the rights of the Town shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES OF OWNER

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce

payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of the Excise Tax Revenues and State Shared Revenues for the payment of the Obligation.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owner and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment dates of the Obligation or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement shall be applied by the Trustee in the order following, upon presentation of the Obligation, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Owner in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligation and, with interest on the overdue principal and installments of interest at the rate of twelve percent (12%) per annum (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligation, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owner and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owner by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Owner has the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of the Owner to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owner may be

exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owner.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owner, shall have full power, in the exercise of its discretion for the best interests of the Owner with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owner.

Section 11.7. Limitation on Owner's Right to Sue. The Owner shall not have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) the Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owner shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) the Owner shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by the Owner of any remedy hereunder.

ARTICLE XII
MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when any portion of the Obligation shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal and interest represented by such Obligation, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal and interest due represented by the Obligation; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the Town in a report by an independent firm of nationally recognized certified public accountants acceptable to the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal, interest and

premium, if any represented by the Obligation at its payment or prepayment date, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that the Obligation shall not have been surrendered for payment, all obligations of the Trustee and the Town with respect to the Obligation shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owner all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligation shall continue to represent the interest of the Owner in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owner or for the payment of any other amounts due and payable by the Town hereunder or under the Purchase Agreement, shall be paid over to the Town.

(c) Any portion of the Obligation may be paid and discharged as provided in this Section; provided however, that if principal represented by the Obligation is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions hereof or the Town shall have submitted to the Trustee instructions to be irrevocable as to the date upon which the portion thereof is to be prepaid and as to the giving of notice of such prepayment; and provided further, that if any such portion thereof will not be payable within sixty (60) days of the deposit referred to in subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit Electronically to the Owner.

(d) No Obligation may be provided for as described in this Section if, as a result thereof, or of any other action in connection with which the provisions for payment of such Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the Town may rely upon a Special Counsel's Opinion to the effect that the provisions of this subsection will not be breached by so providing for the payment of any Obligations.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the Town: Town of Florence, Arizona
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132
Attention: Town Manager

If to the Trustee: _____
_____
_____

Attention: _____

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the Town may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. The Trustee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Trust Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Trust Agreement on behalf of the Town within three years from the execution of this Trust Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the Town. No basis exists for the Town to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The Town retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the Town including granting the Town entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Town or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligation. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the Town of the Obligation, the Trustee may destroy the Obligation and deliver a certificate of such destruction to the Town instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligation, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Trustee and the Owner, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Trustee and the Owner.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligation shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligation pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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

_____, as Trustee

By.....
Printed Name: .....
Title: .....

TOWN OF FLORENCE, ARIZONA

By.....
Mayor

ATTEST:

.....
Town Clerk

331158123.2-11/4/2015

EXHIBIT A

(Form of Obligation)

Number: R-..... Principal Amount: $.....

PLEDGED EXCISE TAX REVENUE OBLIGATION,
SERIES 2015
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

THE TOWN OF FLORENCE, ARIZONA

to

……,
as Trustee

Interest Rate:	Payment Date:	Dated Date:
.....%	July 1, 20....	December ___, 2015

REGISTERED OWNER: ……..

PRINCIPAL AMOUNT: ..... DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Pledged Excise Tax Revenue Obligation, Series 2015 (this "Obligation") is the owner of all of the undivided, participatory, proportionate interests in the right to receive certain "Payments" under and defined in that certain First Excise Tax Purchase Agreement, dated as of December 1, 2015 (the "Purchase Agreement"), by and between ….……...…...…….. (the "Trustee"), and the Town of Florence, Arizona, a municipal corporation under the laws of the State of Arizona (the "Town"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain First Excise Tax Trust Agreement, dated as of December 1, 2015 (the "Trust Agreement"), by and between the Town and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount set forth above, representing a portion of the payments due designated as principal coming due and to receive semiannually on _____ 1 and _____ 1 of each year commencing _____ 1, 20__ (the "Interest Payment Dates"), until payment in full of said portion of principal or prepayment prior thereto, the registered owner's proportionate share of the payments designated as interest coming due during the period commencing on the last date on which interest was paid and ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the

Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America as provided in the Trust Agreement.

The Trustee has no obligation or liability to the registered owner of this Obligation for the payment of interest or principal represented by this Obligation. The Trustee's sole obligations are to administer, for the benefit of the registered owner of this Obligation, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the Town, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The Town is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and Common Council of the Town adopted November 16, 2015. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which this Obligation is delivered, the rights thereunder of the registered owner of this Obligation, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the Town under the Purchase Agreement (including with respect to certain obligations to be secured on a parity with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owner of this Obligation, and may be amended without such consent under certain circumstances but in no event such that the interests of the owner of this Obligation are adversely affected, provided that no such amendment shall impair the right of the owner to receive in any case the owner's share of any Payment thereof in accordance with the owner's Obligation.)

The obligation of the Town to make the Payments does not represent or constitute a general obligation of the Town for which the Town is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the Town, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owner of this Obligation shall have any right under any circumstances to accelerate the payment date of this Obligation or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the Town (as described herein),

and no member of the Mayor and Common Council, officer or agent, as such, past, present or future, of the Town shall be personally liable for the payment hereof.)

The Obligation shall not be transferable or exchangeable, except as provided in the Trust Agreement.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Principal represented by this Obligation is subject to prepayment, in whole (but not in part) on any date on or after July 1, 20__, at a price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment but without premium. **[???]**

Principal represented by this Obligation shall be prepaid on July 1 of the years indicated and in the amounts indicated at a price equal to the principal amount thereof plus interest accrued to the date fixed for prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid
2017	$____,000
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	

Whenever this Obligation is purchased, prepaid (other than because of mandatory prepayment) or is delivered by the Town to the Trustee for cancellation, the principal amount represented thereby so retired shall satisfy and be credited against the mandatory prepayment requirements therefor in any order specified by the Town.

The Trustee shall give notice of any prepayment of this Obligation as provided above no more than 60 nor less than 30 calendar days prior to the prepayment date as provided in the Trust Agreement. A certificate of the Trustee shall conclusively establish the mailing of any such notice for all purposes.

If at the time of mailing of the notice of prepayment there has not been deposited with the Trustee moneys or eligible securities sufficient to prepay and other requirements set forth in the Trust Agreement are not met, such notice shall state that it is conditional, subject to

the deposit of moneys sufficient for the prepayment and satisfaction of such conditions. If the portion of the principal represented by the Obligation is subject to prepayment and if on the prepayment date moneys for the prepayment thereof are held by the Trustee and those other conditions are met, thereafter such principal to be prepaid shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement.

It is hereby certified, recited and declared that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the execution and delivery of this Obligation have happened, have been done, do exist and have been performed in regular and due form and time as required by law.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: .....

……,
as Trustee

By.....
Authorized Representative

EXHIBIT B

(Form of Payment Request Form)

Payment Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the First Excise Tax Trust Agreement, dated as of December 1, 2015 (the "Trust Agreement"), between the Town of Florence, Arizona (the "Town"), and ……, as trustee (the "Trustee") to the person or corporation designated below as "Payee," the sum set forth below such designation, in payment of the Project Costs (as such term is defined in the Trust Agreement) described below. The amount shown below is due and payable under a purchase order or contract with respect to such costs described below and has not formed the basis of any prior request for payment.

Payee: .....

Address or Wiring Instructions: .....

Amount: .....

Description of costs or portion thereof authorized to be paid to the Payee: .....

The Town acknowledges that it has received and inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the Town's specifications and satisfactory for the Town's purposes and in accordance with the applicable purchase order or contract. Notwithstanding anything herein to the contrary, the Town shall not be deemed to have waived or released the Payee from any liability or obligation to the Town in the event the Town's acknowledgment herein is discovered to be inaccurate in any respect as to any item described above.

By execution of this Payment Request Form, the Town requests and approves the payment of the amount stated above to Payee set forth above.

DATED: ....., 20....

.....
Town Representative

Please forward payment to Payee at the following address:

EXHIBIT C

(Form of Reimbursement Request Form)

Reimbursement Request Form

Application No. .....

The Trustee is hereby requested to pay from the "Acquisition Fund" established by the Trust Agreement, dated as of December 1, 2015 (the "Trust Agreement"), between the Town of Florence, Arizona (the "Town"), and ……..……, as trustee (the "Trustee"), to the Town, the sum set forth below as reimbursement of (all/a portion) of the Project Costs (as such term is defined in the Trust Agreement) described below. Payment of the amount, shown below was made by the Town on …….., 20…….., as evidenced by …….……. attached hereto, as full/partial payment of ……..……, also attached hereto. The amount shown below was paid by the Town and has not formed the basis of any prior request for payment.

The Town acknowledges that it has received and has inspected items related to such costs and has found each item thereof so described to be in good condition, in conformity with the Town's specifications and satisfactory for the Town's purposes. Notwithstanding anything herein to the contrary, the Town shall not be deemed to have waived or released any entity named on the attached documentation, from any liability or obligation to the Town in the event the Town's acknowledgment herein is discovered to be inaccurate in any respect as to any item described below.

Amount: .....

Description of costs or portion thereof for which reimbursement is hereby requested:

DATED: ....., 20....

.....
Town Representative

Dated Received: ....., 20....

DRAFT
11/04/15

PLACEMENT AGENT AGREEMENT

_____, 2015

MAYOR AND COUNCIL
TOWN OF FLORENCE, ARIZONA

Re: Town of Florence, Arizona Pledged Excise Tax Revenue Obligation, Series 2015

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Placement Contract") with the Town of Florence, Arizona (the "Town"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the Town and the Placement Agent. This offer is made subject to acceptance of this Placement Contract by the Town before or on September 16, 2015, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Town shall be under further obligation hereunder.

The above-captioned obligation (the "Obligation") is to be executed and delivered pursuant to a Resolution of the Town Council of the Town adopted on November 16, 2015 (the "Resolution") and the hereinafter defined Trust Agreement.

1. The Placement Agent shall use its best efforts to locate purchasers for the Obligation (the "Purchasers") at a purchase price determined as provided in the Resolution (the "Purchase Price") and on terms consistent with the Resolution. If the Purchasers purchase the Obligation on the hereinafter defined Closing Date, the Town will pay a placement fee equal to $_____ (the "Fee") to the Placement Agent.

2. The undersigned, on behalf of the Town, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of

the Placement Agent to perform under this Placement Contract that it shall be represented and warranted on the Closing Date) that:

(a) The Town is duly organized and validly existing under the laws of the State of Arizona (the "State") with power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the execution and delivery of the Obligation.

(b) The Town has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The Town has duly adopted the Resolution, and the Town has duly authorized and approved the execution and delivery of this Placement Contract, the Purchase Agreement and the Trust Agreement (as such terms are defined in the Resolution and, with this Purchase Contract, collectively, the "Documents"), as well as the performance of its obligations contained in the Obligation and the consummation by it of all other transactions contemplated hereby.

(d) The Town is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Town is a party or is otherwise subject, which breach or default would materially and adversely affect the Town or its ability to perform its duties and obligations under the Documents, and the execution and delivery of the Documents, the adoption of the Resolution and the execution and delivery of the Obligation and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Town is a party or is otherwise subject, which breach or default would materially and adversely affect the Town or its ability to perform its duties and obligations under the Documents.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the Town or the title of the members of the Town Council of the Town to their respective offices or seeking to restrain or to enjoin the sale or execution and delivery of the Obligation, or the collection or pledge of any revenues pledged or to be pledged under the Documents to pay the principal of and interest on the Obligation, or in any way contesting or affecting the validity or enforceability of the Obligation, the Resolution or the Documents, or contesting the powers of the Town or the members of the Town Council with respect to the Obligation.

3. (a) At or prior to 11 a.m. M.S.T. on December ___, 2015, or such other date agreed to by the Town and the Placement Agent ("the Closing Date"), the Obligation will be delivered, in definitive fully registered form, duly executed, and, if to be delivered through The Depository Trust Company, New York, New York ("DTC"), registered in the name of Cede & Co., as the nominee of DTC, in denominations specified by the Purchasers, together with the other documents hereinabove mentioned,

upon payment of the Purchase Price by wire transfer, in immediately available funds, to the Town. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the Town, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

(i) a certified copy of the Resolution;

(ii) an opinion of Special Counsel, Greenberg Traurig, LLP ("Special Counsel") in form and substance satisfactory to the Placement Agent;

(iii) a certificate, signed by an authorized officer of the Town, to the effect that (i) the representations, warranties and covenants of the Town contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the Town or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale or execution and delivery of the Obligation, or the collection of any revenues or assets of the Town pledged or to be pledged to pay the principal of and interest on the Obligation, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Obligation, the Resolution or the Documents, or contesting the powers of the Town or its authority with respect to the Obligation, the Resolution or the Documents (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the Town, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the Town has complied in all material respects with the Resolution and the terms of the Obligation and the Documents and satisfied all material conditions on its part to be performed or satisfied at or prior to the execution and delivery of the Obligation and

(iv) such additional certificates, instruments or opinions as Special Counsel, the Town or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Special Counsel, the Town and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Obligation shall be subject to the performance by the Town of the obligations thereof provided

hereby in all material respects at or prior to the Closing, and the accuracy in all material respects of the representations and warranties of the Town contained herein and shall also be subject to the following conditions:

(a) The Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(b) The Town shall have arranged for payment of the Fee at the time of the Closing and

(c) All of the other obligations of the Town required under or specified in this Placement Contract and the Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Contract may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Obligation or, with respect to State taxation, of the interest on the Obligation or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein; (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and execution and delivery of the Obligation without registration thereof or obligations of the general character of the Obligation is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (iii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the Town or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (v) there shall have occurred a general suspension of trading on the New York Stock Exchange; (vi) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities; (vii) there shall have

occurred since the date of this Placement Contract any materially adverse change in the affairs or financial condition of the Town or (viii) the purchase of and payment for the Obligation on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

6. There shall be paid solely from the proceeds of the sale of the Obligation, upon or promptly after the Closing: (a) the cost of the preparation and printing of the Obligation; (b) the fees and disbursements of Special Counsel and of any other counsel or consultants retained by the Town and (c) the Fee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Contract.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Town, and no other person shall acquire or have any right under or by virtue of this Placement Contract.

8. This Placement Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Town and shall be valid and enforceable as of the time of such acceptance. This Placement Contract may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Contract shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Town) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Town hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Contract and covenants that it shall take no action which would result in a violation of such Section.

10. The Town is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8, "the Rule")

and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that the Placement Agent will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Obligation issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Obligation, the parties understand and agree that the Placement Agent is serving as a placement agent for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The Town agrees that the Placement Agent will not be serving as the Town's financial advisor or acting as an agent or fiduciary for the Town and that the Town will be consulting with its own legal, financial and other advisors. This Placement Contract and relationship shall be executed, approved or acknowledged by the Mayor and Council of the Town.

11. Municipal Securities Rulemaking Board Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors. The Placement Agent's primary role is to place the Obligation directly with an investor or investors on behalf of the Town without first purchasing the Obligation, and the Placement Agent has financial and other interests that differ from those of the Town. Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the Town under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Town without regard to its own financial or other interests.

12. If any provision of this Placement Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Contract invalid, inoperative or unenforceable to any extent whatever.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED this ____ day of _____, 2015.

TOWN OF FLORENCE, ARIZONA

By.....
Mayor

ATTEST:

.....
Town Clerk

331593483.1

DRAFT
11/04/15

WRITTEN POLICIES AND PROCEDURES FOR TAX-ADVANTAGED OBLIGATIONS

The Town of Florence, Arizona (the "Issuer"), has issued and may in the future issue tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates) (together, "tax-advantaged obligations") that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the "Code").

The Issuer has established the policies and procedures contained herein (the "Procedures") as of November 16, 2015, in order to ensure that the Issuer complies with the requirements of the Code that are applicable to its tax-advantaged obligations. The Procedures, coupled with requirements contained in the arbitrage and tax certificate or other operative documents (the "Tax Certificate") executed at the time of issuance of the tax-advantaged obligations, are intended to constitute written procedures for ongoing compliance with the federal tax requirements applicable to the tax-advantaged obligations and for timely identification and remediation of violations of such requirements.

A. GENERAL MATTERS.

1. Responsible Officer. The Finance Director of the Issuer will have overall responsibility for ensuring that the ongoing requirements described in the Procedures are met with respect to tax-advantaged obligations (the "Responsible Officer").

2. Establishment of Procedures. The Procedures will be included with other written procedures of the Issuer.

3. Identify Additional Responsible Employees. The Responsible Officer shall identify any additional persons who will be responsible for each section of the Procedures, notify the current holder of that office of the responsibilities, and provide that person a copy of the Procedures. (For each section of the Procedures, this may be the Responsible Officer or another person who is assigned the particular responsibility.)

    a. Upon employee or officer transitions, new personnel should be advised of responsibilities under the Procedures and ensure they understand the importance of the Procedures.

    b. If employee or officer positions are restructured or eliminated, responsibilities should be reassigned as necessary to ensure that all Procedures have been appropriately assigned.

4. Training Required. The Responsible Officer and other responsible persons shall receive appropriate training that includes the review of and familiarity with the contents of the Procedures, review of the requirements contained in the Code applicable to each tax-advantaged obligation, identification of all tax-advantaged obligations that must be monitored, identification of all facilities (or portions thereof) financed with proceeds of tax-advantaged obligations, familiarity with the requirements contained in the Tax Certificate or other operative documents contained in the transcript, and familiarity with the procedures that must be taken in order to correct noncompliance with the requirements of the Code in a timely manner.

5. Periodic Review. The Responsible Officer or other responsible person shall periodically review compliance with the Procedures and with the terms of the Tax Certificate to determine whether any violations have occurred so that such violations can be timely remedied through the "remedial action" regulations or the Voluntary Closing Agreement Program available through the Internal Revenue Service ("IRS") (or successor guidance). Such periodic review shall occur at least annually.

6. Change in Terms. If any changes to the terms of the tax-advantaged obligations are contemplated, bond counsel should be consulted. Such modifications could jeopardize the status of tax-advantaged obligations.

B. IRS INFORMATION RETURN FILING. The Responsible Officer will confirm that bond counsel has filed the applicable information reports (such as Form 8038-G) for such issue with the IRS on a timely basis, and maintain copies of such form including evidence of timely filing as part of the transcript of the issue. The Responsible Officer shall file the IRS From 8038-T relating to the payment of rebate or yield reduction payments in a timely manner as discussed in Section G.12. below. The Responsible Officer shall also monitor the extent to which the Issuer is eligible to receive a refund of prior rebate payments and provide for the timely filing for such refunds using an IRS Form 8038-R.

C. USE OF PROCEEDS. The Responsible Officer or other responsible person shall:

1. Consistent Accounting Procedures. Maintain or confirm maintenance of clear and consistent accounting procedures for tracking the investment and expenditures of proceeds, including investment earnings on proceeds.

2. Reimbursement Allocations at Closing. At or shortly after closing of an issue, ensure that any allocations for reimbursement expenditures comply with the Tax Certificate.

3. Timely Expenditure of Proceeds. Monitor that sale proceeds and investment earnings on sale proceeds of tax-advantaged obligations are spent in a timely fashion consistent with the requirements of the Tax Certificate.

4. Requisitions. Utilize or confirm the utilization of requisitions to draw down proceeds, and ensure that each requisition contains (or has attached to it) detailed information in order to establish when and how proceeds were spent; review requisitions carefully before submission to ensure proper use of proceeds to minimize the need for reallocations.

5. Final Allocation. Ensure that a final allocation of proceeds (including investment earnings) to qualifying expenditures is made if proceeds are to be allocated to project expenditures on a basis other than "direct tracing" (direct tracing means treating the proceeds as spent as shown in the accounting records for draws and project expenditures). An allocation other than on the basis of "direct tracing" is often made to reduce the private business use of bond proceeds that would otherwise result from "direct tracing" of proceeds to project expenditures. *This allocation must be made within 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than five years and 60 days after the date the tax-advantaged obligations are issued (or 60 days after the issue is retired, if earlier).* Bond counsel can assist with the final allocation of proceeds to project costs. Maintain a copy of the final allocation in the records for the tax-advantaged obligation.

6. Maintenance and Retention of Records Relating to Proceeds. Maintain or confirm the maintenance of careful records of all project and other costs (e.g., costs of issuance, credit enhancement and capitalized interest) and uses (e.g., deposits to a reserve fund) for which proceeds were spent or used. These records should be maintained separately for each issue of tax-advantaged obligations for the period indicated under Section H. below.

D. MONITORING PRIVATE BUSINESS USE. The Responsible Officer or other responsible person shall:

1. Identify Financed Facilities. Identify or "map" which outstanding issues financed which facilities and in what amounts.

2. Review of Contracts with Private Persons. Review all of the following contracts or arrangements with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") with respect to the financed facilities which could result in private business use of the facilities:

   a. Sales of financed facilities;

   b. Leases of financed facilities;

   c. Management or service contracts relating to financed facilities;

   d. Research contracts under which a private person sponsors research in financed facilities; and

e. Any other contracts involving "special legal entitlements" (such as naming rights or exclusive provider arrangements) granted to a private person with respect to financed facilities.

3. Bond Counsel Review of New Contracts or Amendments. Before amending an existing agreement with a private person or entering into any new lease, management, service, or research agreement with a private person, consult bond counsel to review such amendment or agreement to determine whether it results in private business use.

4. Establish Procedures to Ensure Proper Use and Ownership. Establish procedures to ensure that financed facilities are not used for private use without written approval of the Responsible Officer or other responsible person.

5. Analyze Use. Analyze any private business use of financed facilities and, for each issue of tax-advantaged obligations, determine whether the 10 percent limit on private business use (5 percent in the case of "unrelated or disproportionate" private business use) is exceeded, and contact bond counsel or other tax advisors if either of these limits appears to be exceeded.

6. Remediation if Limits Exceeded. If it appears that private business use limits are exceeded, immediately consult with bond counsel to determine if a remedial action is required with respect to nonqualified tax-advantaged obligations of the issue or if the IRS should be contacted under its Voluntary Closing Agreement Program. If tax-advantaged obligations are required to be redeemed or defeased in order to comply with remedial action rules, such redemption or defeasance must occur within 90 days of the date a deliberate action is taken that results in a violation of the private business use limits.

7. Maintenance and Retention of Records Relating to Private Use. Retain copies of all of the above contracts or arrangements (or, if no written contract exists, detailed records of the contracts or arrangements) with private persons for the period indicated under Section H. below.

E. LOAN OF BOND PROCEEDS. Consult bond counsel if a loan of proceeds of tax-advantaged obligations is contemplated. If proceeds of tax-advantaged obligations are permitted under the Code to be loaned to other entities and are in fact so loaned, require that the entities receiving a loan of proceeds institute policies and procedures similar to the Procedures to ensure that the proceeds of the loan and the facilities financed with proceeds of the loan comply with the limitations provided in the Code. Require the recipients of such loans to annually report to the Issuer ongoing compliance with the Procedures and the requirements of the Code.

F. ARBITRAGE AND REBATE COMPLIANCE. The Responsible Officer or other responsible person shall:

1. Review Tax Certificate. Review each Tax Certificate to understand the specific requirements that are applicable to each tax-advantaged obligation issue.

2. Arbitrage Yield. Record the arbitrage yield of the issue, as shown on IRS Form 8038-G or other applicable form. If the tax-advantaged obligations are variable rate, yield must be determined on an ongoing basis over the life of the tax-advantaged obligations as described in the Tax Certificate.

3. Temporary Periods. Review the Tax Certificate to determine the "temporary periods" for each issue, which are the periods during which proceeds of tax-advantaged obligations may be invested without yield restriction.

4. Post-Temporary Period Investments. Ensure that any investment of proceeds after applicable temporary periods is at a yield that does not exceed the applicable yield, unless yield reduction payments can be made pursuant to the Tax Certificate.

5. Monitor Temporary Period Compliance. Monitor that proceeds (including investment earnings) are expended promptly after the tax-advantaged obligations are issued in accordance with the expectations for satisfaction of three-year or five-year temporary periods for investment of proceeds and to avoid "hedge bond" status.

6. Monitor Yield Restriction Limitations. Identify situations in which compliance with applicable yield restrictions depends upon later investments (e.g., the purchase of 0 percent State and Local Government Securities from the U.S. Treasury for an advance refunding escrow). Monitor and verify that these purchases are made as contemplated.

7. Establish Fair Market Value of Investments. Ensure that investments acquired with proceeds satisfy IRS regulatory safe harbors for establishing fair market value (e.g., through the use of bidding procedures), and maintaining records to demonstrate satisfaction of such safe harbors. Consult the Tax Certificate for a description of applicable rules.

8. Credit Enhancement, Hedging and Sinking Funds. Consult with bond counsel before engaging in credit enhancement or hedging transactions relating to an issue, and before creating separate funds that are reasonably expected to be used to pay debt service. Maintain copies of all contracts and certificates relating to credit enhancement and hedging transactions that are entered into relating to an issue.

9. Grants/Donations to Governmental Entities. Before beginning a capital campaign or grant application that may result in gifts that are restricted to financed projects

(or, in the absence of such a campaign, upon the receipt of such restricted gifts), consult bond counsel to determine whether replacement proceeds may result that are required to be yield restricted.

10. Bona Fide Debt Service Fund. Even after all proceeds of a given issue have been spent, ensure that debt service funds, if any, meet the requirements of a "bona fide debt service fund," i.e., one used primarily to achieve a proper matching of revenues with debt service that is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the debt service on the issue for the immediately preceding bond year. To the extent that a debt service fund qualifies as a bona fide debt service fund for a given bond year, the investment of amounts held in that fund is not subject to yield restriction for that year.

11. Debt Service Reserve Funds. Ensure that amounts invested in reasonably required debt service reserve funds, if any, do not exceed the least of: (i) 10 percent of the stated principal amount of the tax-advantaged obligations (or the sale proceeds of the issue if the issue has original issue discount or original issue premium that exceeds 2 percent of the stated principal amount of the issue plus, in the case of premium, reasonable underwriter's compensation); (ii) maximum annual debt service on the issue; or (iii) 125% of average annual debt service on the issue.

12. Rebate and Yield Reduction Payment Compliance. Review the arbitrage rebate covenants contained in the Tax Certificate. Subject to certain rebate exceptions described below, investment earnings on proceeds at a yield in excess of the yield (i.e., positive arbitrage) generally must be rebated to the U.S. Treasury, even if a temporary period exception from yield restriction allowed the earning of positive arbitrage.

    a. Ensure that rebate and yield reduction payment calculations will be timely performed and payment of such amounts, if any, will be timely made. Such payments are generally due 60 days after the fifth anniversary of the date of issue, then in succeeding installments every five years. The final rebate payment for an issue is due 60 days after retirement of the last obligation of the issue. The Issuer should hire a rebate consultant if necessary.

    b. Review the rebate section of the Tax Certificate to determine whether the "small issuer" rebate exception applies to the issue.

    c. If the 6-month, 18-month, or 24-month spending exceptions from the rebate requirement (as described in the Tax Certificate) may apply to the tax-advantaged obligations, ensure that the spending of proceeds is monitored prior to semiannual spending dates for the applicable exception.

d. Make rebate and yield reduction payments and file Form 8038-T in a timely manner.

e. Even after all other proceeds of a given issue have been spent, ensure compliance with rebate requirements for any debt service reserve fund and any debt service fund that is not exempt from the rebate requirement (see the Arbitrage Rebate covenants contained in the Tax Certificate).

13. Maintenance and Retention of Arbitrage and Rebate Records. Maintain records of investments and expenditures of proceeds, rebate exception analyses, rebate calculations, Forms 8038-T, and rebate and yield reduction payments, and any other records relevant to compliance with the arbitrage restrictions for the period indicated in Section H. below.

G. RECORD RETENTION. The Responsible Officer or other responsible person shall ensure that for each issue of obligations, the transcript and all records and documents described in these Procedures will be maintained while any of the obligations are outstanding and during the three-year period following the final maturity or redemption of that issue, or if the obligations are refunded (or re-refunded), while any of the refunding obligations are outstanding and during the three-year period following the final maturity or redemption of the refunding obligations.

TOWN OF FLORENCE, ARIZONA
PLEDGED EXCISE TAX REVENUE OBLIGATION, SERIES 2015
(THE "OBLIGATION")

DRAFT 10-19-15

Request for Private Financing Proposals – Proposed General Terms and Conditions

Terms/Definitions	Description
Issuer:	Town of Florence, Arizona (the "Town")
Estimated Principal Amount:	$4,740,000 (estimated)
Bank Qualified:	Yes
Purpose:	The Obligation will be executed and delivered to finance street improvements.
Financing Structure:	The Trustee (see below) will be authorized to execute and deliver the Obligation to the entity providing the successful proposal (the "Purchaser") pursuant to the provisions of a trust agreement. The Obligation will be all of the interests in the payments due from the Town to the Trustee pursuant to an installment purchase agreement (the "Purchase Agreement") between the Town and the Trustee.
Revenue Pledge:	The Purchase Agreement will be payable from and secured by a lien on (i) revenues from the Town sale taxes, license and permit fees and fines and forfeitures which the Town now collects; provided that the Mayor and Common Council of the Town may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council ("Excise Tax Revenues") and (ii) revenues from amounts allocated or apportioned to the Town by the State of Arizona (the "State"), any political subdivision thereof or any other governmental unit or agency, except the share of the Town of any taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes ("State Shared Revenues"). The pledge of Excise Tax Revenues and State Shared Revenues for the payment of amounts due pursuant to the Purchase Agreement will be a paramount and first lien on and pledge of Excise Tax Revenues and State Shared Revenues on parity with the pledge to any Additional Revenue Obligations (defined below). Included in the document link below, see Estimated Debt Service Requirements and Coverage information provided.
Rate Covenant:	To the extent permitted by applicable law, Excise Tax Revenues shall be retained and maintained so that the amounts received from Excise Tax Revenues plus State Shared Revenues, all within and for the most recently completed fiscal year of the Town, shall have been equal to at least two (2) times the principal and interest requirements for the Purchase Agreement and any Additional Revenue Obligations ("Annual Debt Service") for the current fiscal year of the Town. If Excise Tax Revenues plus State Shared Revenues for any such fiscal year shall not have been equal to at least two (2) times the Annual Debt Service for the current fiscal year of the Town or if at any time it appears that Excise Tax Revenues plus State Shared Revenues will not be sufficient to meet such requirements, the Town shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the excise taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of the Town in order that (i) Excise Tax Revenues plus State Shared Revenues will be sufficient to meet all current requirements under the Purchase Agreement and (ii) Excise Tax Revenues plus State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.
Additional Debt Covenant:	Additional obligations issued or incurred by the Town on parity with and in compliance with the terms of the Purchase Agreement ("Additional Revenue Obligations") may be incurred but only if Excise Tax Revenues plus State Shared Revenues in the most recently completed fiscal year of the Town, shall have amounted to at least two (2) times the greatest Annual Debt Service for the then-current or any succeeding fiscal year of the Town.

Terms/Definitions	Description
Trustee:	To be determined.
Outstanding Town Debt Secured by Excise Tax Revenues and State Shared Revenues:	The Town has no debt outstanding secured by Excise Tax Revenues and State Shared Revenues.
Credit Rating:	None applied for the Obligation.
Proposed Payment Structure:	Semi-annual interest beginning July 1, 2016. See below for proposed principal structure.
Proposed Prepayment:	Entities submitting proposals to provide. Will be taken into account in determining final award.
Additional Terms and Conditions:	Entities submitting proposals expected to submit specific terms, fees and conditions, including those deviating from this Term Sheet.
Special Counsel:	Greenberg Traurig, LLP; contact: Michael Cafiso, Esq., (602) 445-8452 / cafisom@gtlaw.com or Paul Gales, Esq., (602) 445-8404 / galesp@gtlaw.com
Legal Documents:	To be provided by the Town's Special Counsel. A Tax-Exempt Opinion will be provided by Special Counsel.
Placement Agent:	Stifel Nicolaus & Company Incorporated; contact: Mark Reader mreader@stifel.com, 602-794-4011; or Erika Coombs, ecoombs@stifel.com, 602-794-4030.
Closing Date:	Tuesday, December 8, 2015 (subject to change).
Proposals Due:	Thursday, November 19, 2015 at 10:00 AM (MST/AZ Time) (E-mail copies accepted and submitted to Stifel Nicolaus.) Please direct questions to Mark Reader or Erika Coombs.
Proposal Award:	Town officials may select the Purchaser on a preliminary basis to negotiate final terms, conditions, covenants and financing documentation in preparation for consideration on or around November 16, 2015. The Town reserves the right to reject any or all proposals and submit future requests for proposals depending on results, among other factors and reserves the right to issue the Obligation in a public offering. The Town further reserves the right to negotiate final terms and conditions with any entity that responds to this request.

TOWN OF FLORENCE, ARIZONA

PLEDGED EXCISE TAX REVENUE OBLIGATION, SERIES 2015

PROPOSED PAYMENT SCHEDULE
SERIES 2015
$4,740,000 (subject to change) (a)

Payment Date	Principal
7/1/2017	$380,000
7/1/2018	390,000
7/1/2019	400,000
7/1/2020	410,000
7/1/2021	420,000
7/1/2022	430,000
7/1/2023	440,000
7/1/2024	450,000
7/1/2025	460,000
7/1/2026	475,000
7/1/2027	485,000
Estimated Total	$4,740,000

Average Life: 6.805 years

(a) Principal amounts subject to change.

Documents Sent:

- Town audited financial statements for Fiscal Years ended 6/30/11, 6/30/12, 6/30/13 and 6/30/14
- Town Adopted Budget for Fiscal Years 2014/15 and 2015/16
- Estimated Debt Service Requirements and Coverage (below)
- Historical and Projected Excise Tax Collections (below)
- Demographic information for the Town

Estimated Debt Service Requirements and Coverage

Fiscal Year End	Town Pledged Excise Tax Revenues (a)	Pledged Excise Tax Revenue Outstanding Obligations	PLUS: $4,740,000 Pledged Excise Tax Revenue Obligation, Series 2015 Estimated Principal	Estimated Interest	Estimated Total Series 2015	Estimated Aggregate Debt Service	Estimated Coverage Ratio
2013/14	$8,832,781	No outstanding debt					
2014/15	8,527,500						
2015/16	8,746,600			$66,821	$66,821	$66,821	127.6 x
2016/17			$380,000	118,500	498,500	498,500	17.1 x
2017/18			390,000	109,000	499,000	499,000	17.1 x
2018/19			400,000	99,250	499,250	499,250	17.1 x
2019/20			410,000	89,250	499,250	499,250	17.1 x
2020/21			420,000	79,000	499,000	499,000	17.1 x
2021/22			430,000	68,500	498,500	498,500	17.1 x
2022/23			440,000	57,750	497,750	497,750	17.1 x
2023/24			450,000	46,750	496,750	496,750	17.2 x
2024/25			460,000	35,500	495,500	495,500	17.2 x
2025/26			475,000	24,000	499,000	499,000	17.1 x
2026/27			485,000	12,125	497,125	497,125	17.2 x
			$4,740,000			$5,546,446	

Historical and Projected Excise Tax Collections

Category	Audited Fiscal Year 2009/10	Audited Fiscal Year 2010/11	Audited Fiscal Year 2011/12	Audited Fiscal Year 2012/13	Audited Fiscal Year 2013/14	Estimated Fiscal Year 2014/15	Projected Fiscal Year 2015/16
Town Transaction Privilege (Sales) Taxes	$ 2,072,637	$ 2,743,383	$ 4,169,664 *	$ 3,127,885	$ 3,129,538	$ 2,490,900	$ 2,565,600
Licenses and Permits	332,500	352,062	291,697	389,434	438,522	471,200	471,200
Fines and Forfeitures	128,210	153,210	147,152	172,493	195,686	150,400	195,800
State-Shared Revenues:							
State Sales Tax	1,506,603	1,603,753	1,995,391	2,090,169	2,222,724	2,324,000	2,439,500
State Income Tax	2,650,639	1,998,242	2,155,257	2,608,448	2,846,311	3,091,000	3,074,500
TOTAL	$ 6,690,589	$ 6,850,650	$ 8,759,161	$ 8,388,429	$ 8,832,781	$ 8,527,500	$ 8,746,600

* Includes $1,167,719 audit revenue.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 10d**

MEETING DATE: November 16, 2015

DEPARTMENT: Community Development

STAFF PRESENTER: Mark Eckhoff, AICP
Community Development Director

SUBJECT: Discussion and Direction on Strategic Plan RFP

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

RECOMMENDED MOTION/ACTION:

Motion to authorize staff to issue a Request for Proposal for a Town of Florence Strategic Plan.

BACKGROUND/DISCUSSION:

The possible preparation of a Town of Florence Strategic Plan has been a reoccurring topic for the past several months. Based on the extent of changes that have occurred in the past few years, fiscal constraints and with new leadership coming on board in the near future, staff believes that the pursuit of this project is worthy of discussion.

The Town has changed dramatically over the past decade, but not nearly to the extent that the Town may change in the coming decade. After surviving the Great Recession, Florence is on course for tremendous growth and development, which will have an impact on the services that the Town provides and the quality of life in Florence. After making tremendous strides forward with new and improved infrastructure over the past two years, the Town must keep progressing in all areas, but with budgets constrained by expenditure limitations, reduced revenues and the desire to work under a balanced budget. This means that, more than ever, leadership and a laser focus on issues and actions will be critical. In addition to the leadership of the Mayor and Council, a Town Manager will soon be hired to help guide the Town in the right direction.

From an overly simplified perspective, a Strategic Plan, and the process of developing such, will help the Town clarify exactly where we are today and where we would like to be in the coming years. The Strategic Plan will work concurrently with other documents, such as the General Plan, as a guide book of sorts making sure that all decisions made and all funds spent are heading the Town in the agreed upon direction. As such, this will assist the new Town Manager and all department managers in their day to day work and ensure, to the greatest extent possible, that staff, elected leaders and Town citizens are working towards a mutually agreed upon vision.

Town staff contends that this project is best facilitated by Strategic Planning experts. This will facilitate more open and honest feedback and produce a higher quality document that can then be updated internally as needed, such as when new Council members are elected. If Council supports this RFP and the Town is successful in recruiting a consultant for this project, the project should be getting underway concurrently with the start of a new Town Manager, which will provide the new Manager with a great opportunity to quickly learn about the Town and help them to better understand Florence's strengths, weaknesses, opportunities and threats, as well as the aspirations and vision of the Town.

FINANCIAL IMPACT:

A tentative maximum budget of $50,000 has been allotted towards this project. The project consultant would be paid from the current Fiscal Year General Fund budget.

RECOMMENDATION:

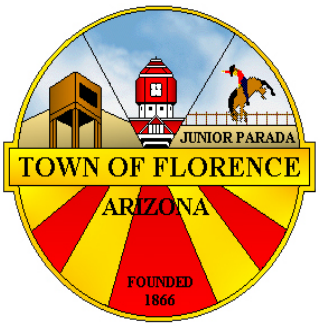
Authorization for staff to issue a Request for Proposal for a Town of Florence Strategic Plan.

ATTACHMENTS:

Draft RFP for the Town of Florence Strategic Plan.
Town of Marana Strategic Plan (for an example).

Request for Proposals

Town of Florence Strategic Plan



Town of Florence

P.O. Box 2670

775 North Main Street

Florence, Arizona 85132

Issued: November 19, 2015

Submission Deadline: December 18, 2015

by 3:00 p.m. local time (MST)

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1.0 Invitation/Public Notice

The Town of Florence is requesting proposals from qualified consulting firms to assist in the development of a Strategic Plan. The successful candidate must have extensive strategic planning experience, including the ability to conduct all required research, coordinate and facilitate the planning process, and create a strategic planning document suitable for public review and presentation.

TOWN OF FLORENCE
PUBLIC NOTICE
REQUEST FOR PROPOSALS (RFP)

The Town of Florence is requesting proposals from qualified consulting firms to assist in the development of a Strategic Plan. The successful candidate must have extensive strategic planning experience, including the ability to conduct all required research, coordinate and facilitate the planning process, and create a strategic planning document suitable for public review and presentation.

Questions regarding this request for proposals must be directed in writing to Mark Eckhoff, Community Development Director, at mark.eckhoff@florenceaz.gov. You can view the Town's website at www.florenceaz.gov to obtain a copy of the RFP or to obtain additional information on the Town and this Project.

Proposals should be labeled "**Town of Florence Strategic Plan"** and are due by December 18, 2015 by 3:00 p.m. local time (MST) in the Town Clerk's Office, 775 North Main Street (P.O. Box 2670) Florence, Arizona 85132.

Display AD – Florence Blade and Reminder W/AFF of Publish

Date: November 26, 2015

2.0 Introduction/Background

Florence, founded in 1866, is a full-service, council-manager form of government with a Mayor, Council and Town Manager that oversee the operations of the following departments: Administration, Courts, Finance, Fire, Library, Parks and Recreation, Community Development, Police and Public Works.

The Town has changed dramatically over the past decade, largely because of the inception of the Anthem at Merrill Ranch master planned community that is located north of the historic center of Florence. One of the oldest settlements in Arizona, the Town has a rich history and a desire to respect its heritage while concurrently encouraging new growth.

The Town is preparing for major growth and development over the coming decades as Florence is at the center of the growing Sun Corridor in between the Phoenix and Tucson metropolitan areas. With this growth, the Town appreciates the need to proactively and comprehensively prepare for the community's future. A Strategic Plan, as well as the in-depth planning process of developing such, will help to guide the community over the coming years. Working in concert with other plans and documents, the Strategic Plan will serve as the community's guidebook for future policy decisions and actions so that Florence may maintain its position as the heart of Pinal County and have boundless opportunities for success.

2.1 Town Data

- Incorporated Area: 62 square miles
- Municipal Planning Area: 196 square miles
- Elevation: 1,493 feet above sea level
- Population: 25,536 (2010 Census)

Infrastructure:

- Water: Town of Florence and Johnson Utilities
- Sewer: Town of Florence and Johnson Utilities
- Streets: Town of Florence and AZ Department of Transportation
- Electric: APS and SRP
- Gas: Southwest Gas
- Sanitation: Town of Florence and Right Away Disposal

Largest employers:

- Various Private and Public Correctional Facilities
- Pinal County Government (Florence is the County seat)
- Florence Unified School District
- Town of Florence
- Safeway

3.0 Terms of Reference

3.1 Scope of Work

The purpose of the Town of Florence Strategic Plan RFP is to develop an organizational strategy that includes a long-term vision and values, together with medium-term objectives and priorities and shorter term action plans. The Town understands that there are a variety of perspectives, models, and approaches that can be used to develop a strategic planning document. The selected consultant, therefore, should be able to discern which model or model(s) would be best suited to meet the needs of the Town, enabling the Town to complete its organizational and programmatic goals.

The Town of Florence will create a long term strategic plan/vision that will focus on economic, employment and community development directions. These directions are intended to help improve the quality of life for Town of Florence residents, as well as position our Town as both a destination Town and one focused on development in the commercial and industrial sectors. Our Town is a progressive community that has a number of plans and studies available that will help provide the framework for creating a strong Strategic Plan to take forward into the future.

The extent of community and employee consultation into the strategic planning process has not yet been determined. Council will make that decision once the strategic planning consultant has been selected, based on the information and recommendations as contained within the successful Proposal. Proposers are requested to provide detailed information on options for community and staff consultation as part of their Proposal.

The Plan should build upon or complement other studies and plans. Previous strategic and other plan materials will be provided to the consultant as background information.

The Strategic Plan should include methods (including strategy and specific actions, with first steps) to accomplish goals in each of the areas of the Town. The Plan should also include actions to enhance the success of the long-term strategies. This will enable the Town to experience and report quick successes. The Strategic Plan should include a summary of critical issues facing the Town of Florence in its effort to

meet the goals set forth in the plan, as well as available resources that can be utilized.

Each Proposer, by submitting a Proposal, represents that the Proposer has read, completely understands, and accepts the terms and conditions of this RFP in full and agrees that should its Proposal be successful, the Proposer will enter into a service contract with the Town of Florence.

Final Report

The consultant will make any recommendations to the draft Strategic Plan after review and approval by the Town's Strategic Planning Team (SP Team) and prior to submittal to Council for adoption. The Consultant may be required to change the submitted draft after the SP Team and Town Council have reviewed. The plan, inclusive of any required changes, will become the final and published plan. This document and any supporting documents should be produced in both paper and digital formats.

3.2 Consultant

Preference will be given to a single consultant, (creating cost and communication efficiencies), that can complete all of the tasks. A brief organizational review will also be conducted in order to give recommendations as to how the Town of Florence staff can best implement the strategy in a team environment as well as deliverables for their own specific departments.

The minimum requirements for Proposals in response to this RFP are as described in this document. A Proposer may submit additional information that it feels is relevant to the provision of the services described herein.

3.3 Deliverables

The consultant will be responsible for providing expert advice throughout the project, and for the following deliverables at a minimum:

- Prepare a general communication/consultation strategy.
- Develop an action plan to achieve the mandate of the RFP.
- Provide project coordination, including regular meetings and status reports to keep the project on schedule and keep identified stakeholders apprised of the process.
- Orient and train the participants to the process and components of strategic planning.
- Reference plans and studies to provide a solid framework for the Strategic Plan.

- Collect community and employee input, including gathering of stakeholder information and input as well as using appropriate methods of communication and engagement.
- Complete needs assessment or environmental scan by – reviewing existing plans and documents pertinent to the comprehensive strategic plan, identifying trends and patterns that are applicable, analyze strengths, weaknesses, opportunities and threats.
- Facilitate, the discussion and decision making process and ensure that conversations are forward-looking, action oriented and move the participants towards creating a shared future.
- Coordinating and take minutes of all meetings, including community and staff consultation sessions. This can be in conjunction with assigned Town staff.
- Organize and facilitate public meetings to disseminate and gather information relevant to the process.
- Develop an interim and final report for the project, including executive summary.

The Proposers are not limited by the deliverables as outlined above. Proposals may provide additional deliverables as part of the Proposer's response.

3.4 Consultation

As noted in the previous section, the extent of community and staff consultation required as part of the strategic planning process has not yet been determined. Proposers are requested to provide detailed information on options for community and staff consultation, including the approach to consultation, the associated cost and the time-frame involved. Proposers are further requested to recommend the most effective and efficient method of engaging stakeholders in the strategic planning process.

As part of the deliverables, the consultant will prepare a communication/consultation strategy that will form the basis of the consultation process for the project. This would be for both the internal and external aspects of the project. The communication strategy shall identify the best means of communicating with the general public and target groups.

Through the consultation process, the ideas, opinions, visions, values, and projects will be gathered, summarized and presented in a matrix format for review under broad headings, such as economic, social, environmental and infrastructure.

3.5 Background Documents

The following documents are available on the Town's website. These documents will assist the Team in the development of the Strategic Plan and may play a key role in shaping the direction within the Plan.

- Town of Florence Code of Ordinances

- Town of Florence 2020 General Plan
- Town of Florence Downtown Redevelopment Plan
- Town of Florence Town Limits Map
- Town of Florence Zoning Map
- North End Framework Vision Plan
- Town of Florence Parks, Trails and Open Space Master Plan

In addition, should the consultant require, the Town will provide required base mapping for details of the Town from its GIS system.

4.0 Evaluation

4.1 Review Committee

The Town Manager will determine the Town staff that will form the SP Team and review submissions. The Town Manager will prepare a recommendation report to Council with respect to the approval of the successful Proposer and award the contract to the successful candidate.

4.2 Evaluation Criteria

All Proposals will be evaluated using an evaluation matrix on the basis of experience, proposed work plan, timeframe for completion, and fee, according to the guidelines provided above.

The Town may choose to interview certain participants to clarify issues. Participants are advised that only complete submissions shall be reviewed and evaluated. However, the Town may deem it necessary in the interests of the Town to request additional information.

Submitted Proposals will be evaluated upon the following evaluation matrix:

1. Quality of Approach and Methodology - 30%
2. Work Plan, Schedule and Level of Effort - 20%
3. Experience of Consultant -15%
4. Experience and Qualifications of Key Team Members -15%
5. Understanding of Objectives -10%
6. Budget/Fees – 10%

4.3 Town’s Rights

The Proposer is entirely responsible for all costs associated with the preparation of this proposal. The Town will not reimburse the selected Proposer for any work performed prior to the execution of a contract and a notice to proceed letter is received by the selected Proposer.

This RFP does not constitute an offer of any nature or kind whatsoever by the Town to the Proposers. The Town does not bind itself to accept any Proposals and may proceed as it determines, in its sole discretion, following receipt of the Proposals. The Town reserves the right to accept any Proposal in whole or in part or to discuss with any Proposer, different or additional terms to those envisaged in this RFP or in such Proposer's Proposal.

The Town has the right to:

- Cancel the RFP at any time without liability whatsoever to any Proposer:
- Accept or reject any of the Proposals;
- Not accept the lowest fixed fee amount;
- Alter the schedule, RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine in its sole and absolute discretion; and,
- Negotiate with one or more Proposers to reach a final agreement for the services.

The RFP or the Proposal does not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Town and the chosen Proposer will enter into a final agreement (the "Agreement"), and does not mean that the Proposal is necessarily totally acceptable in the form submitted. After the selection of a Proposal, if any, the Town has the right to negotiate with the Proposer and, as part of that process, to negotiate changes, amendments or modifications to the Proposal without offering the other Proposers the right to amend their Proposals.

All materials submitted by Proposers shall become the property of the Town and become a matter of public record available for review pursuant to Arizona State law. Each Proposer shall mark any information submitted as part of its proposal that the Proposer deems confidential or proprietary (collectively Confidential Information). If the Town receives a request to review or disclose such Confidential Information, the Town will provide the Proposer written notice of the request to allow the Proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The Proposer must obtain and deliver to the Procurement Officer a court order within seven calendar days of the date of the Town's written notice. If no court order is issued and received by the Procurement Officer within the 7-day period, the Town may disclose or allow the review of such Confidential Information. If a Proposer intends to seek a court order to shield its Confidential Information, the protest period will be extended seven calendar days to allow for this process.

5.0 Protests

Protests shall be submitted in writing to: Town Manager, Florence Town Hall, 775 North Main Street, P.O. Box 2670, Florence, Arizona 85132, phone (520) 868-7500 or (520) 868-7502 (TDD Relay) within 72 hours of notification award. Protests must contain at a minimum, the name, address, and telephone number of the protester; the signature of the protester or its representative and evidence of the authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three business days of receipt, and after consultation with legal counsel, the Town will respond to the protest.

6.0 Instructions

6.1 Closing Date / Time / Location

Consultants are to provide ten (10) hard copies of their Proposal, plus one electronic version on DVD or USB flash drive in a sealed package, clearly identified as to the contents and addressed to:

Town Clerk's Office, 775 North Main Street (P.O. Box 2670) Florence, Arizona 85132.
Proposals are due on December 18, 2015 by 3:00 p.m. local time (MST). Proposals received after the due date and time will not be considered Fax or electronic submissions will not be accepted.

6.2 Inquiries

Questions regarding this RFP must be directed in writing to Mark Eckhoff, Community Development Director at mark.eckhoff@florenceaz.gov. You may wish to view the Town's website at www.florenceaz.gov to obtain a copy of the RFP or to obtain additional information on the Town and this Project.

All inquiries and responses will be distributed directly to all Proposers that provide written confirmation to the above identified individual, via email, that they wish to receive any further information about this RFP, and provide the following information in that confirmation: company name; contact person; email address; and phone number.

6.3 Proposal Document Format

As the SP Team will be studying several Proposals, the task of evaluating each one and comparing it against the others would be more easily accomplished if all Proposals follow the same general format. For this reason, the Proposal shall follow these guidelines:

Section 1: Introduction

In this section, the Proposer shall specifically note any exceptions or deviations from the Request for Proposal as well as confirm their full understanding of the intent of the Request for Proposal.

Section 2: Experience

Names and qualifications of individual project team members and how their experience directly relates to this project. References of similar work should also be included in this section.

Section 3: Work Plan

Include a work plan describing the main tasks to be undertaken, as per the SCOPE OF WORK section. Within the body of the work plan, the Proposer shall list the team members who shall be overseeing each of the respective parts of the investigation and the estimated hours for each team member.

Section 4: Project Cost

This section will include a detailed breakdown of anticipated costs (staff time and disbursements, etc.) as well as the total project cost. A complete detailed price breakdown shall be included in the Proposal identifying all applicable costs, including per diem rates for all personnel, travel costs, public meeting costs, etc.

Section 5: Appendices

A1. References (Include names, current contact telephone numbers and email addresses)
A2. Team members Resumes
A3. Consultation options and recommended method

6.4 Cover Letter and Signature

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proposer to the statements made in their Proposal.

6.5 Amendments to Proposals

Proposals may be amended in writing and delivered to the closing location before the closing time, but not after. Such amendments should be signed by the authorized signatory of the Proposer and delivered to the Town Clerk.

6.6 Addenda

If the Town determines that an amendment is required to this RFP, the Town will post it to www.florenceaz.gov/rfp and send an electronic copy of the addendum to each of the Proposers that have submitted their information to Mark Eckhoff, as described in Section 6.2 of this RFP. Each addendum will be incorporated into and become part of the RFP.

6.7 Withdrawal of Proposals

The Proposer may withdraw their Proposal at any time prior to the closing time by submitting a written withdrawal letter to the Town Clerk. This letter must be received by the Town Clerk prior to the closing time.

6.8 Important Dates

Release of RFP: November 19, 2015
RFP Notice in local paper: November 26, 2015
Questions regarding RFP: Before 4:30 p.m. local time (MST) – December 9, 2015
Deadline for submission: December18, 2015 by 3:00 p.m. local time (MST)

6.9 Budget

The total budget for this project has not been determined.

7.0 Additional Terms

7.1 Standard Agreement Provisions

The submission of a proposal in response to this RFP constitutes the acknowledgement of the Proposer that any agreement resulting from this RFP initially will be prepared by the Town of Florence. The submission of a proposal shall further constitute the agreement of the Proposer that they will not insist on the use of standard contract agreements, documents or forms, and that they waive any demand for the use of their standard agreements. Pursuant to Town Code, the language of the agreement to be executed will be drafted under the supervision of the Town Attorney and shall be the controlling document.

7.2 Indemnification

Proposers shall indemnify, defend, save and hold harmless the Town and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the directors, agents,

employees or subcontractors. This indemnity includes any claim or amount arising out of our recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Proposer from and against any and all claims. It is agreed that Proposer will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. Incorporated into any agreement that is entered into with the Town will be the requirement that the Proposer, at its sole cost and expense, shall and does hereby indemnify, defend and hold the Town harmless from and against any challenge, whether administrative, judicial or otherwise, by any person or entity, to the Town's execution or performance under said agreement, which indemnification shall survive the expiration or earlier termination of said agreement.

7.3 Insurance Requirements

Proposer shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the future agreements are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Proposer, its agents, representatives, employees or subcontractors. Insurance requirement will be outlined within the agreements that result from the selection of a successful proposal.

7.4 Legal Worker Requirements

The Town is prohibited by A.R.S. 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. 23-214(A). Therefore, Proposer agrees by submitting this proposal that:

1. Proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with 23-214, subsection A.

2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of the agreement.

3. The Town retains the legal right to inspect the papers of the Proposer or subcontractor employee(s) who work(s) on this agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

MARANA, ARIZONA

YOUR TOWN

STRATEGIC PLAN

Adopted January 2015

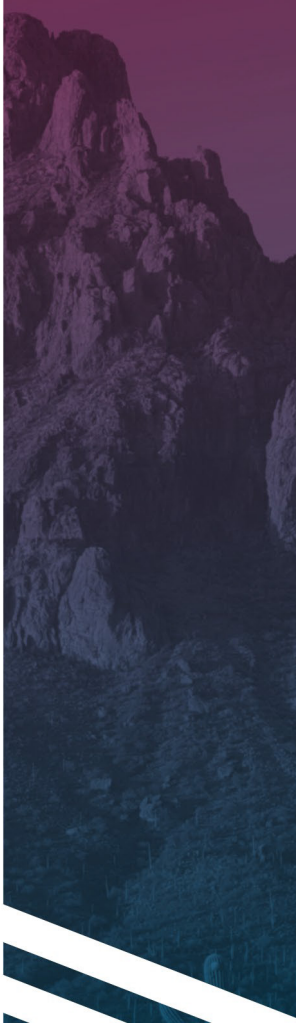
TOWN OF MARANA

maranaaz.gov

INTRODUCTION

The Marana Strategic Plan sets a course for action to be taken by elected leaders and professional staff to address community needs and position Marana for the future. The Strategic Plan is a flexible tool to guide and promote forward thinking. The achievements resulting from the plan will be enjoyed by current residents and future generations. Working together, Marana can ensure that the community is an even greater place to live, work and play.

MARANA, ARIZONA
YOUR TOWN



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STRATEGIC PLAN

MARANA TODAY

Citizens and businesses have chosen Marana because of its quality of life, rich heritage, visionary leadership and abundant opportunities. The attributes that make Marana a great place to live and raise a family also make it a great place to do business.

Location: Marana is a 126 square mile town strategically located between Phoenix and Tucson in the sun corridor. It has 17 miles of both Interstate highway and railroad mainline, providing tremendous opportunities to attract business and industry. Marana is in the beautiful Sonoran Desert with wide open spaces and abundant wildlife.

Quality of Life: As one of Arizona's fastest growing communities, the diverse opportunities for housing, recreation, and employment make Marana a choice destination for residents, tourists, businesses and industry. People have lived in the area for more than 4,000 years, creating a rich legacy of history and heritage. Today the people of Marana carry on this legacy by balancing responsible natural resource use with robust economic development.

Marana is focused on ensuring that the community has adequate water, sewer, transportation and public safety infrastructure to meet the demands of a growing community.

VISION FOR THE FUTURE

Marana's Strategic Plan outlines the vision for the future and identifies five focus areas with goals to achieve that vision. The focus areas, with their corresponding goals, identify where resources should be directed to achieve Marana's vision.

VISION: Committed to providing exceptional public service, a climate for economic sustainability and a welcoming environment that makes Marana Your Town for life.

OVERRIDING PRINCIPLES:

- Financial Sustainability
- Quality Public Service
- Strategic Partnerships
- Local Resource Investment

FIVE FOCUS AREAS AND STRATEGIC GOALS:

COMMERCE

Attract and maintain career-oriented commerce

COMMUNITY

Create a safe community where all people are motivated to be involved and feel connected and valued

PROGRESS AND INNOVATION

Foster an open atmosphere that embraces change, creativity, innovation, and calculated risk

HERITAGE

Strengthen community character by linking the past, present and future

RECREATION

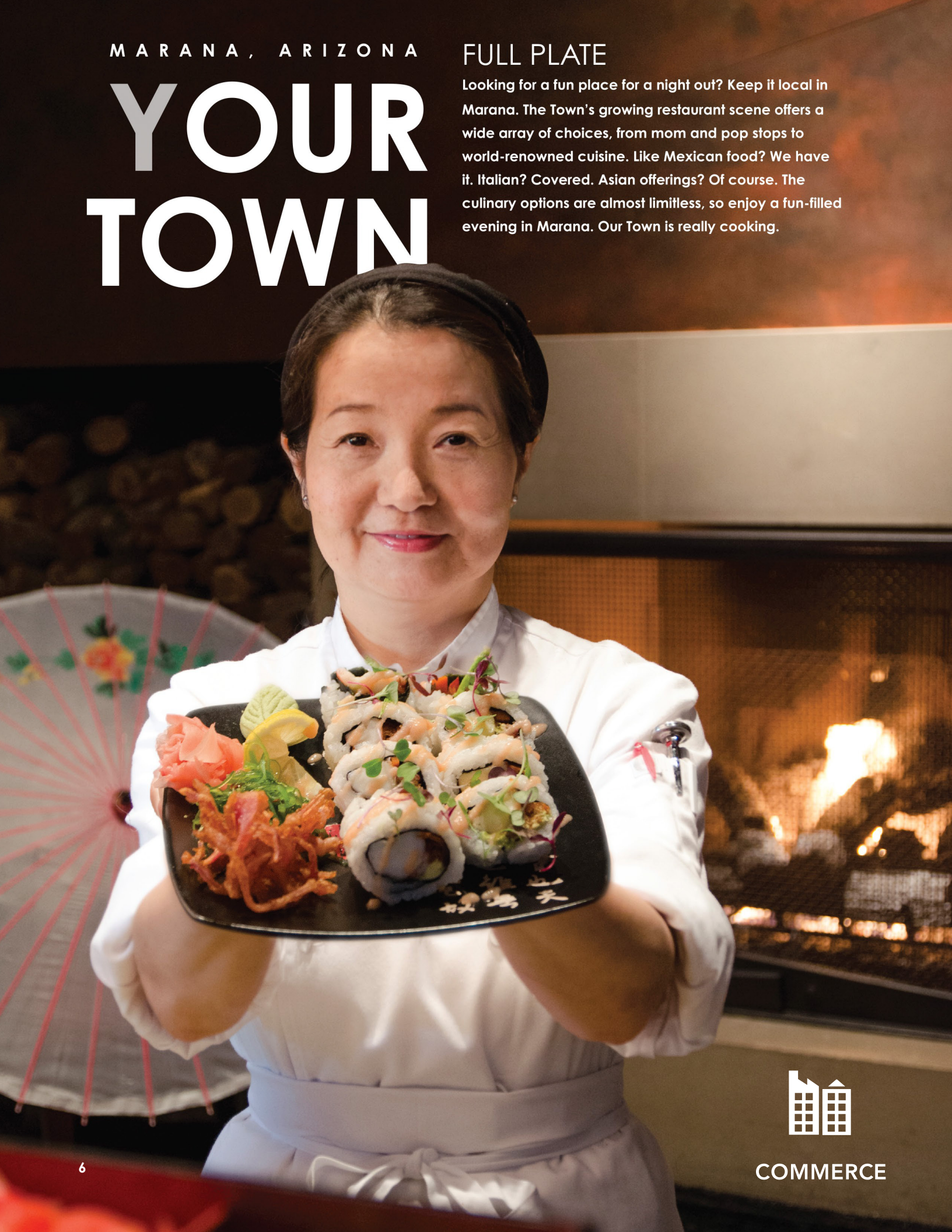
Provide diverse recreational opportunities that create economic benefits and a healthy lifestyle

MARANA, ARIZONA

YOUR TOWN

FULL PLATE

Looking for a fun place for a night out? Keep it local in Marana. The Town's growing restaurant scene offers a wide array of choices, from mom and pop stops to world-renowned cuisine. Like Mexican food? We have it. Italian? Covered. Asian offerings? Of course. The culinary options are almost limitless, so enjoy a fun-filled evening in Marana. Our Town is really cooking.



COMMERCE

PRINCIPLE STATEMENT 1 / We will support commerce and business by being creative and flexible in order to produce innovative solutions that exceed customer expectations.

INITIATIVES:

1. UPDATE THE LAND DEVELOPMENT CODE TO ENHANCE SIMPLICITY, UNDERSTANDING AND EASE OF USE (PLANNING, LEGAL)

a. Engage the business community in the Land Development Code update by providing opportunities for review, comment and dialogue

b. Explore other jurisdictions' codes for ideas and course of action

c. Identify format and structure

d. Develop a scope, retain consultant and start work on the update within a year

e. Include low-impact development standards to provide greater flexibility with design and sensitivity to environmental concerns

MEASUREMENT: Complete LDC update within two years from adoption of Strategic Plan III

2. CONTINUOUSLY REVIEW AND IMPROVE PROCESS AND PROCEDURES IN THE BUSINESS DEVELOPMENT CENTER (DEVELOPMENT SERVICES)

MEASUREMENT: Achieve 90% or greater approval rating through customer satisfaction surveys

3. RESEARCH AND EVALUATE INNOVATIVE AND BEST PRACTICES TO ENHANCE BUSINESS AND COMMERCE DEVELOPMENT (PLANNING, BUILDING SAFETY, ENGINEERING, MANAGER'S OFFICE)

MEASUREMENT: Departments and teams to allocate at least 20 hours per year researching and investigating new ideas for possible inclusion as a business development tool

4. PROVIDE TECHNICAL LICENSING AND PERMITTING ASSISTANCE AND EDUCATION SUPPORT WITH STATE AND FEDERAL ENTITIES FOR NEW AND EXISTING BUSINESSES (DEVELOPMENT SERVICES)

MEASUREMENT: Achieve 90% or greater approval rating through customer satisfaction surveys

5. EXPLORE/FACILITATE THE USE OF BUSINESS ATTRACTION AND RETENTION TOOLS INCLUDING LOCAL, STATE AND FEDERAL INCENTIVE PROGRAMS (DEVELOPMENT SERVICES, ECONOMIC DEVELOPMENT)

MEASUREMENT: Ongoing

6. CREATE A "SOLUTIONS TEAM" TO FACILITATE RAPID RESPONSE FOR BUSINESS INQUIRIES, HELP SOLVE PROCESS PROBLEMS AND MINIMIZE THE POINTS OF CONTACT FOR PERMITTING OR OTHER PROCEDURES (DEVELOPMENT SERVICES, PLANNING, BUILDING SAFETY, MANAGER'S OFFICE)

MEASUREMENT: Achieve 90% or greater approval rating through customer service surveys

7. PROMOTE THE USE OF THE MARANA AIRPORT AND INCREASE ITS VISIBILITY FOR BUSINESS DEVELOPMENT OPPORTUNITIES (AIRPORT, ECONOMIC DEVELOPMENT)

a. Develop a marketing campaign that leverages the advantages of the Marana Airport as a business (or event) travel destination and business operations hub

b. Identify and collaborate with local corporations and/or hotels to market the airport as a business (or event) travel destination for private/corporate planes

c. Identify targets/recipients of marketing materials

MEASUREMENT: Draft marketing plan complete within two years of adoption of Strategic Plan III

8. COLLABORATE WITH THE MARANA CHAMBER OF COMMERCE TO UPDATE ITS "BUY LOCAL" MARKETING PLAN WITH ADDITIONAL STRATEGIES SUCH AS DEVELOPMENT OF A CREDIT/DEBIT/GIFT CARD PROGRAM (ECONOMIC DEVELOPMENT)

MEASUREMENT: Ongoing

9. EXPAND THE ONLINE CAPABILITY OF THE BUSINESS DEVELOPMENT CENTER (ECONOMIC DEVELOPMENT, DEVELOPMENT SERVICES)

a. Develop web applications for services and processes to include application submittal and project tracking

b. Ensure that policies and procedures are online, easily located and understandable

c. Implement online bill pay

MEASUREMENT: To be completed within two years of adoption of Strategic Plan III

10. CREATE A WORKFORCE DEVELOPMENT STRATEGY, INCLUDING IDENTIFICATION OF PARTNER ORGANIZATIONS, INCLUDING MUSD, PIMA COMMUNITY COLLEGE, UNIVERSITY OF ARIZONA, AND OTHER HIGHER EDUCATIONAL INSTITUTIONS (ECONOMIC DEVELOPMENT)

MEASUREMENT: Identification of partners and areas of expertise, inventory of current and projected business needs (based on marketing plan)

11. DEVELOP A MARKETING PLAN TO PROMOTE MARANA'S ECONOMIC DEVELOPMENT ASSETS TO CURRENT AND POTENTIAL BUSINESS (ECONOMIC DEVELOPMENT)

a. Promote the development of business parks/incubators

b. Identify targeted recipients

MEASUREMENT: Complete within one-year of adoption of Strategic Plan III

12. USE AND LEVERAGE RESOURCES OF TOWN TO ENCOURAGE THE DEVELOPMENT OF RETAIL GROCERY OPERATIONS IN NORTH MARANA (ECONOMIC DEVELOPMENT, MANAGER'S OFFICE)

a. Investigate tools and strategies to facilitate the development of a grocery store in North Marana

MEASUREMENT: Ongoing

13. LEVERAGE THE TOWN'S COORDINATING CAPABILITY TO FACILITATE CUSTOMER INTERACTION WITH MULTIPLE GOVERNMENTAL AGENCIES INVOLVED IN THE DEVELOPMENT PROCESS (DEVELOPMENT SERVICES, PLANNING, BUILDING, ENGINEERING, UTILITIES)

a. Designate a single point of customer contact for coordinating the requirements of multiple special districts (utilities and fire) serving the Town to facilitate customer service and efficiencies in permitting and development activities

b. Develop a "master" permit application to include basic information to be used by all entities, eliminating multiple application forms

c. Explore standardization of permit tracking software or other electronic workflow tracking among and between different entities

MEASUREMENT: Ongoing, monitor monthly

PRINCIPLE STATEMENT 2 / We will create strategic infrastructure plans that support the attraction and retention of career-centered business and commerce in our Economic Activity Centers.

INITIATIVES:

14. CONDUCT INFRASTRUCTURE STUDIES FOR THE TANGERINE CORRIDOR, TANGERINE ROAD/I-10 ACTIVITY CENTER AND THE AIRPORT (ENGINEERING, UTILITIES, PUBLIC WORKS, ECONOMIC DEVELOPMENT)

MEASUREMENT: To be completed within two years of adoption of Strategic Plan III

15. DEVELOP DESIGN GUIDELINES THAT CREATE AND PROMOTE A SENSE OF PLACE AND VISUAL "DESTINATION" FOR DOWNTOWN MARANA (PLANNING)

a. Engage experts and key stakeholders in developing design guidelines

b. Establish common design features for downtown such as street lighting, signs, public furniture and art, building facades and other attributes, massing, and pedestrian-friendly streets

c. Identify additional planning and other resources required to make downtown business-ready, including parking and infrastructure plans

MEASUREMENT: Completion of design guidelines, including process and schedule for stakeholder/community outreach

16. EXPLORE OPPORTUNITIES FOR ANNEXATION TO ENHANCE ECONOMIC ACTIVITY CENTERS, INCLUDING LAND WITHIN THE TOWN'S GENERAL PLAN PLANNING AREA

MEASUREMENT: Ongoing

17. PREPARE A COMPREHENSIVE PUBLIC UTILITIES MASTER PLAN THAT INCLUDES POWER, COMMUNICATIONS AND TOWN INFRASTRUCTURE INCLUDING CONSIDERATION OF FUNDING STRATEGIES (PUBLIC AND PRIVATE) (UTILITIES, ENGINEERING)

MEASUREMENT: Draft plan completed within two years of adoption of Strategic Plan III

PRINCIPLE STATEMENT 3 / We will seek and retain diverse industries and commerce in order to promote sustainable economic health.

INITIATIVES:

18. CULTIVATE AND PARTICIPATE IN STATE AND NATIONAL PARTNERSHIPS SUCH AS ARIZONA COMMERCE AUTHORITY (ACA), TREO AND SITE SELECTOR'S GUILD (SSG) TO PROMOTE MARANA AND ITS ASSETS AS A COMMUNITY OF CHOICE FOR CAREER-ORIENTED BUSINESS AND COMMERCE (ECONOMIC DEVELOPMENT)

MEASUREMENT: Identify partnerships, cost/benefit and key town representatives

19. MARKET THE TOWN'S HIGH QUALITY K-12 EDUCATION AS A COMPELLING FACTOR FOR FAMILIES RELOCATING AS PART OF BUSINESS/INDUSTRY RECRUITMENT EFFORTS (COMMUNICATIONS AND MARKETING, MANAGER'S OFFICE)

a. Schedule joint Town Council and MUSD Board meetings

b. Explore, discuss and advance partnership opportunities

c. Collaborate on legislative agenda and advocacy where mutually beneficial

d. Identify ways to cross-market and promote each entity

MEASUREMENT: Ongoing

20. TOWN PROJECTS AND INITIATIVES SHOULD INCLUDE OUTREACH (WHERE APPROPRIATE) TO UNIVERSITIES, COLLEGES, AND K-12 EDUCATION AS A WAY TO PROMOTE EDUCATIONAL OPPORTUNITIES AND IMPROVED PROJECT/INITIATIVE OUTCOMES (ALL DEPARTMENTS)

a. Departments working on specific projects should consider if individual students, student teams or entire classes could be used to help assist with the project or initiative

MEASUREMENT: Ongoing

21. SEEK OPPORTUNITIES TO ATTRACT THE PHYSICAL PRESENCE OF HIGHER EDUCATIONAL ENTITIES FOR CLASSROOM INSTRUCTION, RESEARCH, AND COMMUNITY INVESTMENT (MANAGER'S OFFICE, ECONOMIC DEVELOPMENT)

MEASUREMENT: Ongoing

22. WITH THE SUPPORT OF THE MARANA CHAMBER OF COMMERCE, FACILITATE INTERNSHIP OPPORTUNITIES AT LOCAL BUSINESSES FOR STUDENTS IN K-12 AND HIGHER EDUCATIONAL INSTITUTIONS (ECONOMIC DEVELOPMENT)

MEASUREMENT: Ongoing

23. IMPLEMENT THE TOURISM MASTER PLAN AND PARTNER WITH LOCAL INDUSTRY TO EXPAND MARANA'S TOURISM OUTREACH (ECONOMIC DEVELOPMENT)

a. Ensure proper staffing is in place to effectively implement the tourism master plan

b. Allocate financial resources for marketing and partnership opportunities

MEASUREMENT: To be completed within one year of adoption of Strategic Plan III

24. ALLOCATE TOWN RESOURCES TO ENSURE TRAVEL WAYS, PUBLIC SPACES, PARKS, PUBLIC FACILITIES, AND OTHER COMMUNITY SPACES ARE CLEAN, MAINTAINED, AND PRESENT MARANA'S HIGH STANDARD OF EXCELLENCE (PUBLIC WORKS)

MEASUREMENT: Ongoing, monitor monthly

25. ALLOCATE AND MAXIMIZE TOWN RESOURCES TO RECRUIT, MAINTAIN AND EXPAND BUSINESSES AND INDUSTRY (ECONOMIC DEVELOPMENT)

a. Review and identify financing tools; evaluate tax increment financing and develop policies as required

b. Create and use a "solutions team" for rapid response and deployment of development related and business attraction/retention/expansion issues

c. Develop and implement job-shadowing or on-the-job training for employees involved in the development process to expand town knowledge base (see also Progress and Innovation Focus area)

MEASUREMENT: Ongoing (Number of financing tools identified and evaluated)

26. DEVELOP PARTNERSHIPS THROUGHOUT THE STATE AND REGION TO ASSIST MARANA IN COMMERCIAL AND INDUSTRIAL DEVELOPMENT ACTIVITIES (ECONOMIC DEVELOPMENT)

a. Leverage key staff and elected official participation with local, regional and state entities engaged in economic development

b. Identify legislative needs; develop draft language; engage in legislative advocacy to support efforts to attract, retain and expand commerce and industry

MEASUREMENT: Ongoing

27. CREATE A COMPREHENSIVE TOWN MARKETING PLAN WITH INDIVIDUAL DEPARTMENTAL PLANS AS SUPPORTING ELEMENTS (COMMUNICATIONS AND MARKETING)

a. Consideration should be given to other marketing efforts and the tourism plan

b. Individual departments should all tie into the Town's marketing plan ensuring consistency of message and appearance

MEASUREMENT: To be completed within two years of adoption of Strategic Plan III

MARANA, ARIZONA

YOUR TOWN

CHILD'S PLAY

The Town of Marana doesn't kid around when it comes to children. Kids here have safe places to play baseball, softball and basketball. They can bike, walk and ride their skateboards. They become well-educated in award-winning schools. Marana is committed to the entire family. No kidding.

PRINCIPLE STATEMENT 1 / We will maintain and enhance our reputation as a safe and well-planned community.

INITIATIVES:

1. ESTABLISH, MAINTAIN AND UPDATE A PREVENTIVE MAINTENANCE PLAN FOR TOWN ASSETS (PUBLIC WORKS, UTILITIES, ENGINEERING)

a. Identify Level of Service (LOS) standards for parks, sidewalks, paths, landscaping, and roads

b. Identify timeline for maintenance and improvements

c. Identify proposed funding sources

d. Link maintenance plan to annual budgeting process

MEASUREMENT: LOS maintained, citizen response surveys

2. PROVIDE A RESPONSIVE, COMMUNITY AND SERVICE-ORIENTED PROFESSIONAL POLICE DEPARTMENT (POLICE)

a. Ensure facilities and support areas are consistent with best practices and professional norms

b. Maintain police response times at or above the national standards.

c. Implement best practices from Crime Prevention Through Environmental Design (CPTED) as part of the development review process.

d. Continue community-policing efforts such as the school resource officer program, Neighborhood Watch, and Tri-Star (multi-housing program)

MEASUREMENT: Monitor monthly, ensuring level of service standards are met

3. LEVERAGE THE TOWN'S COORDINATING CAPABILITY TO FACILITATE ENHANCED CUSTOMER INTERACTION WITH MULTIPLE GOVERNMENTAL AND EXTERNAL AGENCIES (ALL DEPARTMENTS)

a. Ensure Marana residents and business owners experience excellent customer service interactions

MEASUREMENT: Ongoing, monitor monthly

4. ENHANCE THE WAY-FINDING SIGN PROGRAM (COMMUNICATIONS AND MARKETING, ENGINEERING, PUBLIC WORKS)

a. Identify and install signs for downtown district and Marana Town limits/ gateway signage

MEASUREMENT: To be completed within two-years of adoption of Strategic Plan III

5. MAINTAIN UPDATED EMERGENCY RESPONSE, CONTINUITY OF OPERATIONS AND DISASTER RECOVERY PLANS (SAFETY AND EMERGENCY MANAGEMENT)

a. Identify participants and ensure that staff receives training

b. Establish and maintain regional partnerships for emergency response and disaster recovery

MEASUREMENT: Ongoing, monitor monthly

6. EXPLORE AND RESEARCH INNOVATIVE COMMUNITY PLANNING IDEAS FOR INCORPORATION INTO PROCESSES, PROCEDURES, AND CODES

a. Seek to build a clear sense of place

b. Encourage quality in design and construction

c. Develop incentives, allow flexibility to achieve development enhancements

MEASUREMENT: Ongoing, include as part of Land Development Code update

PRINCIPLE STATEMENT 2 / We will use unique and creative approaches to engage and reach out to citizens.

INITIATIVES:

7. MARKET MARANA AS A DESTINATION FOR UNIQUE, FAMILY-FRIENDLY EVENTS (SPECIAL EVENTS, PARKS, COMMUNICATIONS AND MARKETING)

a. Promote Marana's low-cost or no-cost admission to events to increase attendance and participation

b. Identify ways of promoting programs and events

c. Maintain and expand sponsorships through advertising and other forms of recognition

d. Staff a booth dedicated to Marana services and key initiatives as signature events to better inform citizens

MEASUREMENT: Attendance, citizen survey, social media comments

8. EVALUATE AND CONTINUOUSLY IMPROVE CITIZEN PARTICIPATION AND COMMUNITY OUTREACH (TOWN CLERK, MANAGER'S OFFICE, MARKETING AND COMMUNICATIONS)

a. Solicit evaluation and feedback from program participants using survey tools like Survey Monkey

b. Routinely review and update the Marana Citizens' Forum to ensure current information

c. Maintain and evaluate metrics on Marana's website and social media outreach

d. Identify creative options to market the town's website and mobile app to residents

e. Expand Marana's mobile app to increase use and engagement

f. Develop an ongoing outreach program to inform neighborhoods and businesses about capital improvement projects and streets maintenance

MEASUREMENT: Ongoing, monitor monthly

9. IDENTIFY AND IMPLEMENT CONTINUAL IMPROVEMENTS TO THE TOWN'S WEBSITE TO ENGAGE RESIDENTS, BUSINESS OWNERS, AND VISITORS (COMMUNICATIONS AND MARKETING, TECHNOLOGY SERVICES)

a. Implement online bill pay services for all departments thatcollect fees and fines for general services

b. Monitor content on the Town's website and social media sites for timeliness and depth of information

MEASUREMENT: Ongoing, monitor monthly, citizen survey

10. ENGAGE AND SUPPORT VETERAN/MILITARY GROUPS TO BE A PART OF COMMUNITY ACTIVITIES, INCLUDING THE VETERANS CEMETERY ASSOCIATIONS

MEASUREMENT: Ongoing

11. FACILITATE REGULAR INTERACTIONS WITH NEIGHBORHOOD GROUPS, HOAS, AND OTHER COMMUNITY GROUPS (COMMUNITY DEVELOPMENT)

a. Provide Town updates, listen to concerns and issues, and provide a personalized way to anticipate changes taking place in the community

MEASUREMENT: Attend four community group meetings each quarter, ongoing, monitor monthly

PRINCIPLE STATEMENT 3 / We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses.

INITIATIVES:

12. MAINTAIN AN ACCURATE INFRASTRUCTURE INVENTORY AND ALIGN FUTURE INFRASTRUCTURE EXPANSION WITH PLANNED AND/OR COMPLIMENTARY CAPITAL IMPROVEMENT PROJECTS (ENGINEERING, PUBLIC WORKS)

MEASUREMENT: Ongoing, monitor every six months

13. DEVELOP POLICIES AND PROCEDURES TO ACHIEVE A BOND RATING OF AA OR HIGHER (FINANCE)

MEASUREMENT: Ongoing, annual work plan

14. PROVIDE OPPORTUNITIES FOR TRAINING, DEVELOPMENT, AND LEADERSHIP ASSIGNMENTS TO PREPARE INDIVIDUAL EMPLOYEES FOR ADVANCEMENT OPPORTUNITIES WITHIN THE ORGANIZATION (HUMAN RESOURCES, ALL DEPARTMENTS)

MEASUREMENT: Ongoing

15. MAINTAIN A STRUCTURALLY BALANCED BUDGET USING APPROPRIATE REVENUES WITH ASSOCIATED EXPENSES (FINANCE)

a. Encourage resiliency with the development of each fiscal year budget

MEASUREMENT: Annual budget process

16. DEVELOP A TOWN-WIDE PUBLIC ART PROGRAM TO INSTALL AND SHOWCASE UNIQUE PIECES REFLECTING AND CELEBRATING THE COMMUNITY (COMMUNITY DEVELOPMENT)

a. Identify and install a unique Marana art piece in the roundabout near the Marana Municipal Complex

b. Identify criteria and ways to evaluate public art proposals with Town projects

c. Encourage private development projects to include unique public art pieces as value added components

MEASUREMENT: Complete within two years of adoption of Strategic Plan III

17. IDENTIFY A FINANCIALLY SUSTAINABLE LONG-TERM SOLUTION FOR THE TORTOLITA PRESERVE STATE LAND LEASE (LEGAL, FINANCE, MANAGER'S OFFICE)

MEASUREMENT: Resolution of issue completed within one year of adoption of Strategic Plan III

18. IDENTIFY CREATIVE WAYS TO PLAN NEIGHBORHOODS AND GROWTH AREAS WITH MEANINGFUL OPEN SPACE, TRAIL CONNECTIVITY, AND ACTIVE RECREATION AREAS (PLANNING)

a. Identify opportunities during the development review process to connect and enhance open-space amenities.

MEASUREMENT: Ongoing, monitor yearly as part of annual review

19. IDENTIFY PUBLIC TRANSIT NEEDS AND COST-EFFECTIVE OPTIONS FOR FACILITATING PUBLIC TRANSIT (COMMUNITY DEVELOPMENT)

MEASUREMENT: Ongoing

20. PROVIDE ANNUAL TRAINING FOR THE COUNCIL CODE OF ETHICS/ CONDUCT (TOWN MANAGER'S OFFICE, LEGAL)

a. Engage University of Arizona Ethics program to provide specialized training

b. Use information and staff talent from the League of Arizona Cities and Towns

MEASUREMENT: Hold annual review

21. HOLD ANNUAL COUNCIL/LEADERSHIP TEAM STRATEGIC PLAN REVIEW AND GOAL SETTING FOR BUDGET PREPARATION

MEASUREMENT: Annual meeting held and issues identified for budget/ strategic planning

22. DEVELOP A DASHBOARD VIEW OF CRITICAL INDICATORS FOR COUNCIL AND PUBLIC TO BETTER UNDERSTAND FINANCIAL, PERSONNEL, AND PROGRAM/PROJECT STATUS (FINANCE, TECHNOLOGY SERVICES, COMMUNICATIONS AND MARKETING)

MEASUREMENT: Monthly update provided online and presented at department head meeting

23. ADHERE TO THE PRINCIPLES AND TENETS OF THE COUNCIL/MANAGER FORM OF GOVERNMENT, INCLUDING THE ICMA CODE OF ETHICS (MANAGER'S OFFICE, LEGAL)

MEASUREMENT: Hold annual review

24. CONTINUALLY SEEK AND EVALUATE NEW WATER RESOURCES TO INCREASE THE TOWN'S WATER PORTFOLIO (UTILITIES)

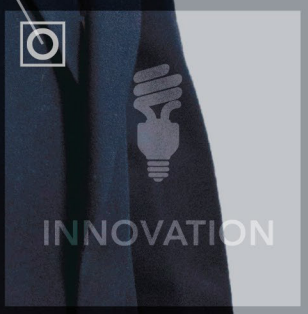
MEASUREMENT: Ongoing

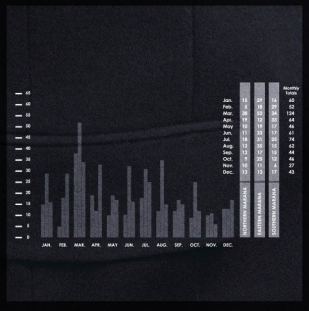
MARANA, ARIZONA

YOUR TOWN

WELL-CONNECTED

When innovation is the question, the Town of Marana is the answer. Named among the country's top digital cities for the past three years by the e.Republic's Center for Digital Government and Digital Communities Program, Marana uses world-class technology to improve the local quality of life. The Town's community engagement tools, social media outlets, mobile app and electronic database of assets make Marana an appealing place to live and do business. It's a community that looks to the future to serve today's society. It's Marana.





INNOVATION

PRINCIPLE STATEMENT 1 / We will explore bold ideas and best practices as a catalyst for forward-thinking and visionary community leadership.

INITIATIVES:

1. ENCOURAGE, REWARD AND FACILITATE INNOVATIVE IDEAS (HUMAN RESOURCES)

a. Recognize employees and members of the community through recognition and rewards programs

b. Identify methods and opportunities for showcasing Marana achievements

c. Participate in award and recognition events for Town programs, projects and services as opportunities arise

MEASUREMENT: Program elements implemented within one year of adoption of Strategic Plan III

2. INVEST IN PROFESSIONAL DEVELOPMENT AND CONTINUOUS LEARNING FOR EMPLOYEES INCLUDING EDUCATION ASSISTANCE, CROSS-DEPARTMENT STAFF ROTATION, JOB-RELATED TRAINING AND CERTIFICATION (HUMAN RESOURCES)

a. Encourage Town staff to seek certifications and credentialing to expand professional expertise

b. Link employee training to an identified need or goal

c. Identify and implement a succession/growth development plan for Town employees (Human Resources, Manager's Office)

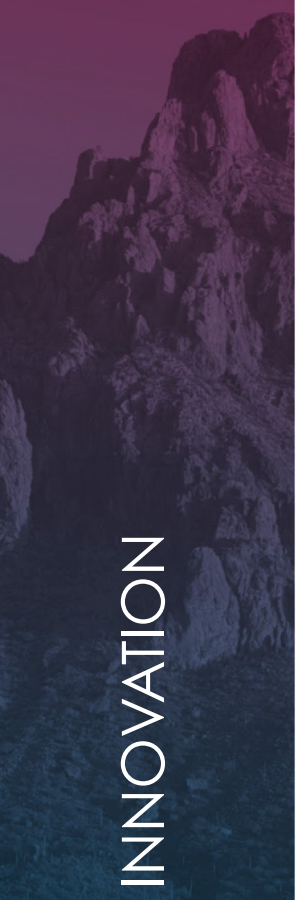
MEASUREMENT: Ongoing

3. ENHANCE MARANA'S ONLINE PRESENCE TO INCREASE VISIBILITY, INFORMATION-SHARING AND COMMUNITY ENGAGEMENT (TECHNOLOGY SERVICES, COMMUNICATIONS AND MARKETING)

MEASUREMENT: Ongoing, monitor monthly

4. DEVELOP AN ONLINE EDUCATIONAL TOOL TO HIGHLIGHT DEPARTMENTS AND TOWN OF MARANA SERVICES (MANAGER'S OFFICE, COMMUNICATIONS AND MARKETING)

MEASUREMENT: To be completed within one year of adoption of Strategic Plan III



5. RESEARCH AND DEVELOP POLICIES THAT SUPPORT CHOICES FOR ENVIRONMENTAL DESIGN AND ENERGY EFFICIENT CONSTRUCTION (PLANNING, ENGINEERING)

MEASUREMENT: To be completed within two years of adoption of Strategic Plan III

PRINCIPLE STATEMENT 2 / We will excel in communication and in the work we produce through internal collaboration and partnerships.

INITIATIVES:

1. CREATE AND ENGAGE MULTI-DISCIPLINARY WORK TEAMS TO ENSURE THAT IN-HOUSE AND EXTERNAL PROJECTS INCORPORATE BEST PRACTICES, EFFECTIVE COMMUNICATIONS, AND SERVE MULTIPLE SERVICE DELIVERY GOALS (ALL DEPARTMENTS)

MEASUREMENT: Ongoing

2. FACILITATE FORMAL AND INFORMAL TWO-WAY COMMUNICATION WITH EMPLOYEES AND AMONG AND BETWEEN DEPARTMENTS TO ENSURE BETTER OUTCOMES AND AVOID MISSED OPPORTUNITIES (ALL DEPARTMENTS)

MEASUREMENT: Ongoing, monitor monthly with department heads

3. PRACTICE AND SUPPORT TEAM-CENTERED MANAGEMENT (HUMAN RESOURCES, ALL DEPARTMENTS)

a. Define values and best practices

b. Embed into performance management instruments and recruitment practices

MEASUREMENT: Ongoing

4. ENSURE ACCURATE, TIMELY, AND SUFFICIENT INFORMATION IS AVAILABLE TO EMPLOYEES AND THE PUBLIC ON THE TOWN'S WEBSITE, SOCIAL MEDIA SITES, AND OTHER MEDIA SOURCES (COMMUNICATIONS AND MARKETING, TECHNOLOGY SERVICES)

MEASUREMENT: Ongoing, monitor weekly

PRINCIPLE STATEMENT 3 / We will align our organizational culture and internal processes and procedures to support an efficient and effective business-focused model for service delivery.

INITIATIVES:

5. ENSURE ALL INFORMATION SYSTEMS ARE CURRENT, RELEVANT, AND EASILY ACCESSIBLE (TECHNOLOGY SERVICES)

MEASUREMENT: Ongoing, monitor monthly

6. ENHANCE THE INTRANET TO BETTER SERVE EMPLOYEES (TECHNOLOGY SERVICES, HUMAN RESOURCES, COMMUNICATIONS AND MARKETING)

MEASUREMENT: Ongoing, monitor monthly

7. IMPLEMENT PERFORMANCE-BASED PAY PHILOSOPHY AND DEVELOP A PAY INCENTIVE PLAN LINKED TO THE PERFORMANCE SYSTEM (HUMAN RESOURCES, MANAGER'S OFFICE)

a. Create a performance-based pay system based on objective criteria linked to strategic plan goals and cultural values

MEASUREMENT: Ongoing, Annual review through budget process

8. SUPPORT AN ORGANIZATION OF EXCELLENCE THROUGH VALUES IN ACTION INITIATIVES (HUMAN RESOURCES, MANAGER'S OFFICE)

MEASUREMENT: Ongoing, monitor monthly

9. ENCOURAGE ORGANIZATION AND INDIVIDUAL LEADERSHIP THROUGH PARTICIPATION IN PROFESSIONAL ORGANIZATIONS AND ACHIEVEMENT OF PROFESSIONAL CERTIFICATIONS (ALL DEPARTMENTS)

a. Support individual employee recognition by professional organizations

MEASUREMENT: Ongoing

10. FORMALIZE PROCESS IMPROVEMENT REVIEWS OF TOWN PRACTICES TO CONTINUALLY IMPROVE EFFICIENCIES AND EFFECTIVENESS (HUMAN RESOURCES, MANAGER'S OFFICE)

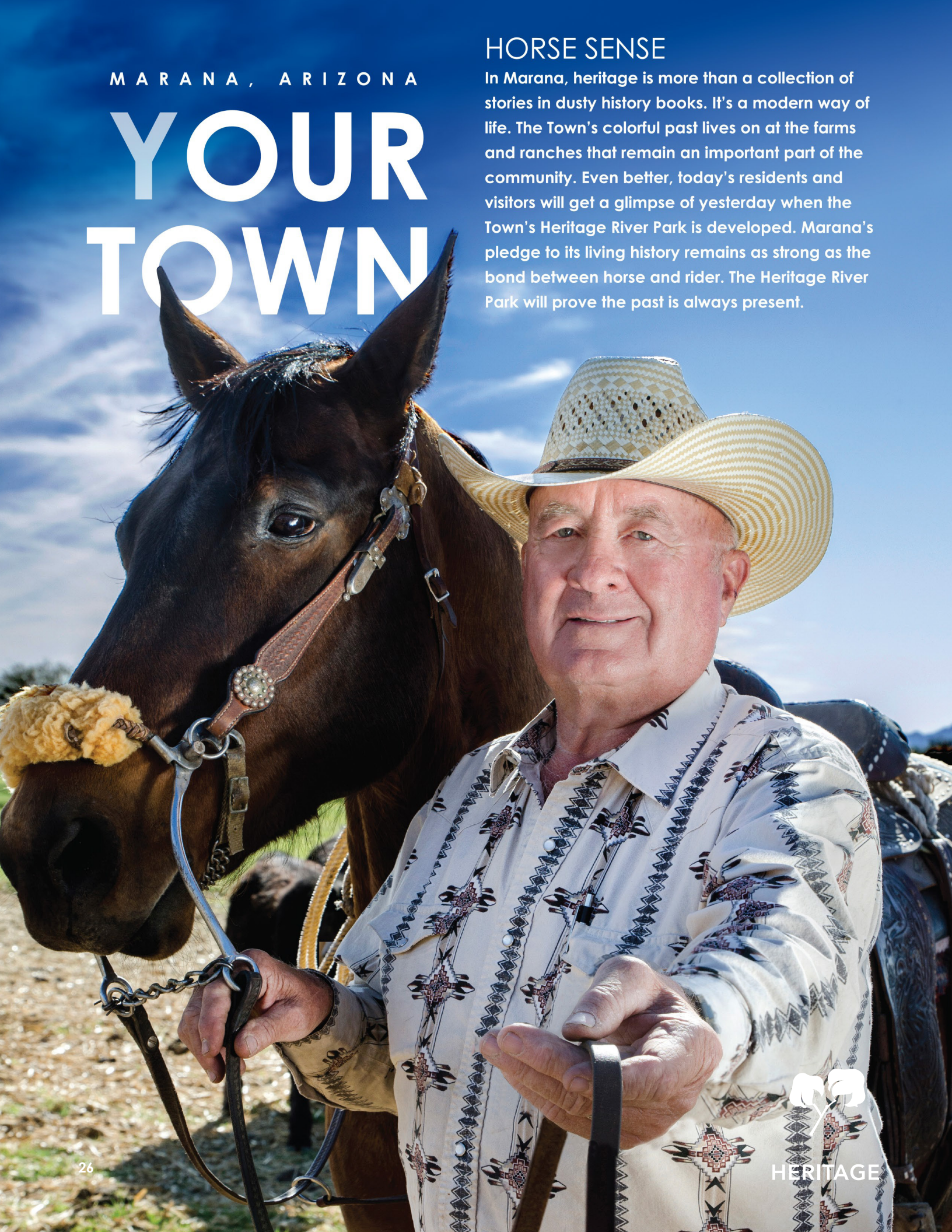
MEASUREMENT: Ongoing

MARANA, ARIZONA

YOUR TOWN

HORSE SENSE

In Marana, heritage is more than a collection of stories in dusty history books. It's a modern way of life. The Town's colorful past lives on at the farms and ranches that remain an important part of the community. Even better, today's residents and visitors will get a glimpse of yesterday when the Town's Heritage River Park is developed. Marana's pledge to its living history remains as strong as the bond between horse and rider. The Heritage River Park will prove the past is always present.



PRINCIPLE STATEMENT 1 / We will seek to preserve the unique history and culture of Marana for generations to come.

INITIATIVES:

1. DOCUMENT MARANA'S HISTORY, INCLUDING ITS NEIGHBORHOODS AND BUSINESS DISTRICTS WITH MAPS, PHOTOS, WRITTEN HISTORIES, AND ARTIFACTS (COMMUNITY DEVELOPMENT, TECHNOLOGY SERVICES, MANAGER'S OFFICE)

a. Work with community partners and heritage organizations to create oral and written history using traditional and social media outlets

b. Encourage the use of online educational resources

c. Develop an inventory of places

d. Identify significant historic properties, areas, images and traditions

e. Begin the planning process for recognizing/preserving historic places

f. Explore staffing needs related to supporting heritage focus area

MEASUREMENT: Ongoing

2. COLLABORATE WITH HISTORIC PRESERVATION ORGANIZATIONS (COMMUNITY DEVELOPMENT, AIRPORT, PARKS, MANAGER'S OFFICE)

a. Collaborate with the Heritage Conservancy

b. Partner with the Pima Air and Space Museum and Pinal Air Park to promote the area's aviation history

c. Plan for museum/cultural exhibits at the Heritage Park, such as Cotton Oil Producer's Building

d. Seek opportunities to attract cultural and historic displays for public viewing

e. Provide support to the Heritage Conservancy for the annual Founders' Day celebration

MEASUREMENT: Ongoing

3. UPDATE AND IMPLEMENT THE HERITAGE PARK MASTER PLAN TO SHOWCASE MARANA'S HISTORY WHILE MAXIMIZING ECONOMIC DEVELOPMENT, TOURISM OPPORTUNITIES AND COMMUNITY EVENTS (MANAGER'S OFFICE, PARKS)

a. Develop a business plan for the Heritage Park, including engaging stakeholders

b. Continue implementation of the Heritage Park Master Plan

c. Identify locations for interpretative historic monuments and markers within the Heritage Park and at various locations of historic significance around town

d. Capitalize on cotton as the second wedding anniversary gift as an export tourism product

MEASUREMENT: Yearly progress report

4. DEVELOP PRESERVATION INCENTIVE CODES/OVERLAY PROCESS TO PROTECT CURRENT OR FUTURE HISTORICAL AREAS (PLANNING, COMMUNITY DEVELOPMENT)

MEASUREMENT: Identified as part of Land Development Code Update process

5. EXPAND AND PROMOTE MARANA COTTON FESTIVAL (FORMERLY FALL HARVEST FESTIVAL) AS A SHOWCASE OF THE MARANA QUALITY OF LIFE AND ITS FARMING AND RANCHING ROOTS (SPECIAL EVENTS, PARKS)

MEASUREMENT: Annual process

6. IDENTIFY WAYS TO PROMOTE AND EXPAND MARANA'S AGRICULTURAL INTERESTS WITH "FARM TO TABLE," U-PICK, FARMER'S MARKETS, FIELD TRIPS, AND UNIQUE CROPS (SPECIAL EVENTS)

MEASUREMENT: Ongoing

7. STRENGTHEN AGRICULTURAL RESEARCH AND DEVELOPMENT IN THE MARANA AREA BY ENGAGING UNIVERSITIES AND PRIVATE INTERESTS (ECONOMIC DEVELOPMENT)

a. Partner with universities, agricultural cooperatives and other professional/ academic organizations to initiate research and development programs including those involving unique crops

MEASUREMENT: Ongoing

8. IDENTIFY ARCHITECTURAL DESIGN STANDARDS FOR INFRASTRUCTURE PROJECTS THAT REFLECT KEY ATTRIBUTES AND IMAGES OF MARANA'S HISTORY (PLANNING)

a. Encourage innovative ways to reflect Marana's history through architectural design

MEASUREMENT: To be completed within one year of the adoption of Strategic Plan III

MARANA, ARIZONA

YOUR TOWN

REACH NEW HEIGHTS

The Town of Marana's Tortolita Mountain hiking trails, set in a stunningly beautiful oasis of wildflowers and wildlife, are among the most scenic and accessible in the West. Whether you are a novice or expert, get on your boots and start walking. You will be amazed by where the trails lead you.

PRINCIPLE STATEMENT 1 / We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

INITIATIVES:

1. EXPAND MARANA'S LOOP SYSTEM (PLANNING, PARKS)

a. Continue working with partners and neighboring jurisdictions to develop an extensive multi-use trail system in the Tortolita Mountains

b. Provide connection points, benches, shade, water fountains and restrooms as part of new park amenities

c. Encourage all new residential and commercial developments to find unique and creative ways to add value and extend physical linkages to the Marana Loop system

MEASUREMENT: Ongoing, monitor with each new development project

2. PURSUE RECREATIONAL AND TOURISM DEVELOPMENT OPPORTUNITIES AND PROJECTS (PARKS, ECONOMIC DEVELOPMENT)

a. Implement recreational aspects of the tourism master plan

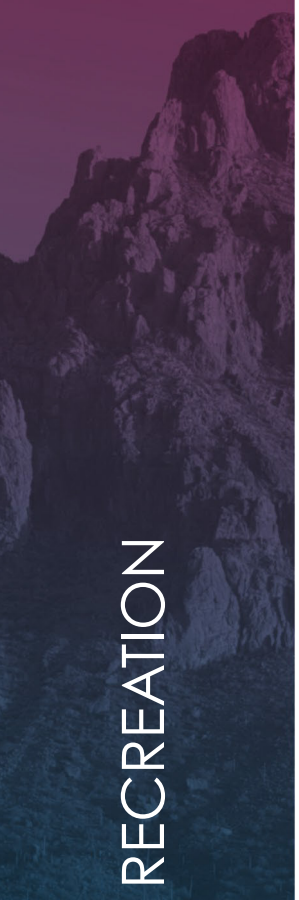
b. Support youth and amateur athletic programs as a way to generate community involvement, recreational tourism, and showcasing Marana's public facilities

c. Partner with public and private entities to promote Marana as a recreation destination

d. Continue to promote recreational and tourism opportunities at regional sporting events

e. Continue partnership with Oro Valley to promote trails and tourism amenities

MEASUREMENT: Ongoing



3. ENCOURAGE GRADE-SEPARATED PATH AND TRAIL CROSSINGS AT ARTERIAL STREETS, RAILWAYS AND MAJOR DRAINAGE WAYS (ENGINEERING, PLANNING, PARKS)

MEASUREMENT: Ongoing

4. REVIEW AND UPDATE THE PARKS MASTER PLAN, ALIGNING THE PLAN WITH THE TOWN'S STRATEGIC VISION RELATED TO RECREATION

a. Identify future regional, district, and community parks

b. Identify linkages to tie neighborhoods, commercial centers and other areas together through bike lanes, trails, multi-use paths, and other recreational open space areas

c. Seek ways to generate community interest to invest, support, and volunteer to help establish an even greater parks and recreation system

MEASUREMENT: Complete update within two years of adoption of Strategic Plan III

5. IDENTIFY AND IMPLEMENT POLICIES AND PROCEDURES TO ENSURE ALL PROJECTS WITHIN MARANA PROMOTE THE RECREATION FOCUS AREA TO INCLUDE CONNECTIVITY, RECREATION SPACES, VIEW SHEDS, MULTI-MODAL OPPORTUNITIES, AND OPEN SPACE (PARKS, PLANNING)

MEASUREMENT: Ongoing, monitor with each project

PRINCIPLE STATEMENT 2 / We will promote a healthy and active lifestyle through Town programs and community partnerships.

INITIATIVES:

6. ENGAGE RESIDENTS WITH CREATIVE AND EXCITING NEIGHBORHOOD PROGRAMMING EVENTS SUCH AS MOVIES, CONCERTS, PLAYS, AND ART EXHIBITS (SPECIAL EVENTS, PARKS)

MEASUREMENT: Citizen survey, social media comments, ongoing evaluation of each event

7. ENSURE THAT NEW DEVELOPMENT (RESIDENTIAL AND COMMERCIAL) INCLUDES CONNECTIONS TO PATHWAYS AND TRAIL SYSTEMS (PLANNING, PARKS)

MEASUREMENT: Monitor with each project

8. CONTINUE CREATING PATH, GREENWAY AND TRAIL LINKAGE TO PARKS, RECREATION FACILITIES, SCHOOLS, COMMERCIAL DEVELOPMENT AND OTHER PUBLIC INFRASTRUCTURE (PLANNING, PARKS)

a. Identify a master trails, bike, pathway, sidewalk plan for the Marana community, linking together the unique and separate development areas of the community

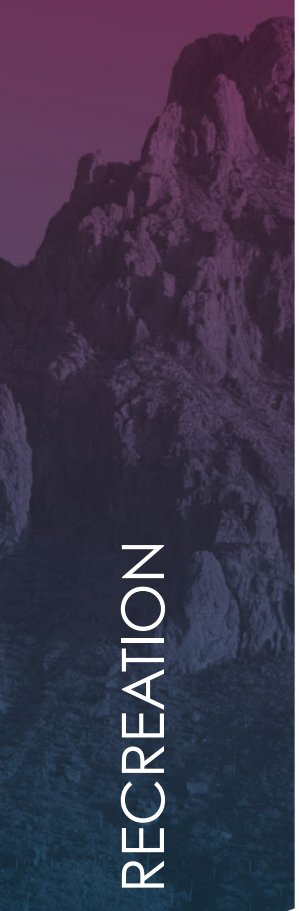
MEASUREMENT: Monitor with each project, review annually

9. SUPPORT A MULTI-EVENT COMPLEX PLAN FOR JOINT-USE COMMUNITY CENTERS OR SIMILAR ASSETS FOR A WIDE RANGE OF RECREATIONAL AND CULTURAL AMENITIES (MANAGER'S OFFICE, PLANNING, PARKS)

MEASUREMENT: Ongoing

10. DEVELOP "FRIENDS OF THE PARKS" VOLUNTEER CORPS (PARKS)

MEASUREMENT: Complete within one year of the adoption of Strategic Plan III



11. SEEK PARTNERSHIPS WITH PUBLIC AND PRIVATE ENTITIES TO PROVIDE PROGRAMS AND ENHANCED SERVICES (PARKS)

a. Develop unique relationships to deliver programs and services without creating additional long-term financial commitments

MEASUREMENT: Ongoing

12. DEVELOP STRATEGIES TO ENGAGE THE FULL SPECTRUM OF CITIZENS (YOUTH, YOUNG ADULTS, PARENTS, SENIORS) IN RECREATIONAL PROGRAMMING AND ACTIVITIES (PARKS)

a. Use partnerships as a way to deliver programming services, if possible

MEASUREMENT: Monitor monthly, ongoing

13. IDENTIFY STRATEGIES TO ENHANCE AND EXPAND THE MARANA SENIOR PROGRAM TO BE MORE INCLUSIVE, ENGAGING, AND DYNAMIC (PARKS)

MEASUREMENT: Ongoing, monitor monthly, customer satisfaction surveys

14. IDENTIFY STRATEGIES TO ENHANCE AND EXPAND YOUTH PROGRAMS AND ACTIVITIES WITH THE GOAL TO ATTRACT FAMILIES TO THE MARANA COMMUNITY BECAUSE OF THE REPUTATION AND SERVICE EXCELLENCE PROVIDED BY THESE PROGRAMS (PARKS)

MEASUREMENT: Ongoing

PRINCIPLE STATEMENT 3 / We will capitalize on the uniqueness and value of the Sonoran Desert in our community planning and tourism attraction efforts.

INITIATIVES:

15. USE RECREATION FACILITIES AND PROGRAMMING AS OPPORTUNITIES TO HIGHLIGHT THE UNIQUE SONORAN DESERT (PARKS)

MEASUREMENT: Ongoing

16. IDENTIFY REGIONAL DESTINATIONS AND RECREATIONAL AREAS TO SHOWCASE, EDUCATE AND COMMUNICATE ABOUT THE SONORAN DESERT (PARKS, ECONOMIC DEVELOPMENT)

MEASUREMENT: Ongoing, annual review

17. DEVELOP TOURISM PACKAGE ABOUT MARANA'S UNIQUE GEOGRAPHY AND RECREATIONAL OPPORTUNITIES THAT CAN ACCOMPANY A VARIETY OF MARKETING MATERIALS (TOURISM, COMMERCE, SPORTING EVENTS) (ECONOMIC DEVELOPMENT)

MEASUREMENT: Complete within one year of adoption of Strategic Plan III

MARANA, ARIZONA

YOUR TOWN

maranaaz.gov

MEMORANDUM

To: Mayor and Town Council

From: Lisa Garcia, Interim Town Manager

Copy: Department Heads

Date: November 16, 2015

Re: Bi-Weekly Update

Business Licenses: The business license structure is being reviewed and we are seeking out best practices from other communities to streamline the process and make the program business-friendly.

CDBG Housing Rehabilitation: The first rehabilitation project should be completed in approximately two weeks. Construction is underway on the second rehabilitation project and it should be completed in approximately 60 days. The homeowner of the third rehabilitation project moved into temporary housing last weekend and signed the contract with the construction firm as well as the required documents with the Town.

Chamber of Commerce Contract: Staff has negotiated the 2016 Professional Service Agreement with the Chamber of Commerce. The agreement will appear on the December 7, 2015 Town Council Agenda.

Employee Appreciation Lunch: Our annual Employee Appreciation Luncheon has been scheduled for Wednesday, December 9, 2015, at the Windmill Winery. Our employees have already been alerted to the date via our employee newsletter and we will send out an informational flyer in the next week with all of the specifics including RSVP instructions so we can get a total count of those attending. This is an important event for us to recognize the valuable contribution of all of our Town of Florence team members and we hope all of you can attend.

Florence Sunrise Apartments Project: The draft development agreement has been completed and sent to the developer. This item will appear on the December 7, 2015 Town Council agenda.

Main Street Streetscape Project: Funding levels at Arizona Department of Transportation (ADOT) have further delayed the completion of the Streetscape Project; however, staff is continuing to push for the completion of the project for the best projected timeline, which is now June 2016. The project was intended for completion in the summer of 2015. The most recent communications identify a construction start date in April 2016 which would subsequently provide for a construction completion date sometime in June 2016. The scope of the project remains the same. All existing streetlights will be removed and replaced with a more modern and energy efficient streetlight and all existing benches and trash receptacles will be replaced with newer versions. The location of the project remains on Main Street, between Butte Avenue and Ruggles Street.

Road to County Thunder Celebrates Florence's 150 Year Anniversary: The date for the event is scheduled for Saturday April 2, 2016. County Thunder will announce the event date at the KMLE Country Thunder Launchfest on November 14, 2015**.**

Silver King: There is a prospective business owner interested in Suite 202. This is a unique situation in that the business will be a retail home goods consignment shop. It could be very complementary to the clothing consignment shop in Suite 102 and there may be cooperative marketing opportunities for both businesses. Given the level of risk in having retail on the second floor of the Silver King, staff recommends a six-month lease on the suite to test the business concept and location. The timeline on this process is to bring a lease to the Town Council for their consideration at a December meeting, and if approved, the business owner plans to open the shop in January.

Territory Square Phase II Development Project- Request for Proposals: The draft RFP has been completed and we are awaiting comments from department heads. The RFP will be ready for Town Council consideration in January.

TOWN OF FLORENCE
Community Development Department

MEMO

To: Lisa Garcia, Interim Town Manager
From: Mark Eckhoff, AICP, Community Development Director
Date: November 2, 2015 Town Council Meeting
Re: Activity Report

Ongoing projects and updates:

- We are excited to report that construction on the new Taco Bell in downtown Florence commenced in October. Assuming all goes smoothly, this restaurant should be ready to open by the end of the year or possibly in January 2016. The old buildings on the site were used for fire training before they were demolished.

- Community Development received a Design Review application for a new catering kitchen building at the Windmill Winery. This will be a wonderful addition to the community and the Windmill Winery.

- Community Development staff has been discussing plans for the former hospital on Adamsville Road and staff is working on a zoning interpretation letter requested by the property owner.

- The Florence Café is open for business. We are still working with the owner of the subject center to add a multi-tenant sign along the project's highway frontage. Right now, this project is in the owner's court.

- Staff is taking actions to have the fire damaged home at 1st Street and Park Street demolished.

- HDAC recently disapproved a property owner's request to demolish an historic home on Ruggles Street. The home lost its roof during a recent storm and the adobe structure is wearing away from a lack of maintenance over the past few years. Members of the HDAC and Town staff are looking for ways to save this building from being demolished. The owners are willing to sale the building, but they have indicated that they will not go forward with repairing the structure.

- Staff is working with Gem Cox and Conquest Arms on the process of restoring the former Gentry's building. Conquest Arms received approval to open their retail shop while we proceed with other building improvements that will expand the usage (planned occupancies) of the building. Though not in the works in the immediate future, we're looking forward to working with the owner on façade improvement for this significant structure on Main Street.

- Staff has been meeting with the Dobson family to discuss the status of and possible changes to their effluent agreement. Much progress is being made and this matter will soon be brought to Council for discussion and action.

- Staff continues to meet with Pinal County staff to discuss their plans to expand the County Superior Court building. A major expansion is proposed and the plan reviews and inspections will be handled by the Town.

- Staff recently met with a downtown realtor looking to improve her property. If she moves forward with the project, she will benefit from the Town's Adaptive Reuse Program.

- Staff is fielding many inquiries for new wireless communications towers in the region. The greatest service deficiencies seem to be in the north area of Town and in the area of the Anthem community.

- S Power's Sandstone solar project, which is generally located south of the Anthem at Merrill Ranch development, is under construction. This 40+ MW project is about twice the size of the existing Copper Crossing solar farm along Bella Vista Road. Everything is proceeding smoothly on this project.

- Sunpower is moving forward with their solar farm project east of Florence. We have successfully finalized the annexation, General Plan Amendment, Rezoning and Design Review cases related to this project. We are now working on their Map of Dedication Plat and reviewing construction documents.

- Staff and SRP continue to work on our first SRP Aesthetics Fund Project (Abel Sub-station wall). Checking in with SRP, it looks like we should see physical activity on this project in the first quarter of 2016. In addition, the Town received another $100,000 allocation that can be used for future SRP aesthetics projects within Florence.

- Staff is working on an update to the Town's Floodplain Management Ordinance per the request of the Arizona Department of Water Resources (ADWR) and per our recent Community Assistance Contract with ADWR. The draft document has been reviewed and approved by ADWR and now is awaiting the completion of internal and legal reviews before being presented to Town Council for adoption. Our new Town Attorney has agreed to work with Community Development on this required review so that we can get this document to Council for adoption in

the near future. I check in with ADWR on a regular basis to provide status updates and they have been very cooperative and patient.

- The planting of trees along the Main Street extension has been placed on hold due to budgetary concerns. We would look like to reconsider this project in the coming fiscal years.

- Staff is facilitating the next steps on the Cuen building stabilization effort with the new property owner. The new owner promptly commenced with some cleanup activities, but progress since that point has been sporadic. The HDAC approved the Design Review case for this project on July 22nd. The owner submitted for a building permit, but the plans submitted did not fully address the stabilization improvements required for the structure. Our inspector is working with the owner on addressing plan deficiencies so that the permit can be issued and work can commence.

- Community Development staff continues to work with the project team in closing out the punch list on the Territory Square Phase One development.

- Community Development staff has identified a few potential projects for the Town's CIP, including the update of the Town's General Plan, concurrent with the update of the Town's Parks, Trail and Open Space Master Plan, and identification of future development phases for Territory Square.

- I am working with the Interim Town manager, Lisa Garcia, and Management Analyst, Jennifer Evans, on a RFP that would seek to recruit new development on the Territory Square Phase One site.

- I am working with the Interim Town manager, Lisa Garcia, on a RFP that will solicit parties to assist the Town in preparing a Strategic Plan.

- The attached permit spreadsheet shows that the Town issued 11 single-family home permits for September of 2015.

- Staff attended an ADOT North-South Corridor Agency meeting in July, 2015. ADOT provided agencies with project updates, which included reports on environmental studies, coordination with other studies and funding. Staff also recently met with ADOT and the representative of land near the border of Florence and Coolidge to discuss how the future freeway transitions from Coolidge to Florence in the area of Highway 287. Staff, again, used this opportunity to reinforce our preferences for the corridor per our General Plan and past resolutions.

- ADOT recently held a series of public hearings on the ADOT Passenger Rail project. Staff attended the meetings in Phoenix and at Central Arizona Community College. The public comment period on this part of the study remains

open. It is noted that ADOT and the Federal Rail Administration are supporting the rail corridor that would parallel the Union Pacific (UP) Railroad through the Florence area. The Town had hoped for the Passenger Rail to share the planned North-South Freeway Corridor, but initial studies have indicated greater benefits with the UP corridor (increased ridership, reduced costs and fewer environmental impacts). The Passenger Rail will still be a tremendous asset to the area, though it could take decades to see this project materialize.

- The new restaurant at Anthem at Merrill Ranch is open for business. Staff is working with the restaurant to finalize the monument sign along Merrill Ranch Parkway. A wall sign is planned on the restaurant building, but the owners are deferring this while they determine how to get electrical to this sign.

- The first phase of the Mosaic Church project in the Anthem at Merrill Ranch community is under construction. Though concerns have been expressed about the current aesthetics of the building, plans do show that the facility, the first of many phases, will be very attractive upon completion. We are also talking to the church about the slow progress on the project and we are monitoring for possible storm damage to the exposed wood elements.

  Per a Council member's request, staff discussed the adequacy of planned parking for the first phase of this project with the church. While parking meets Town codes, there is the possibility the parking provided may not be adequate for the church's needs. If additional parking is required, it will need to be on improved parking surface.

- Staff is working on new subdivisions planned for the Anthem at Merrill Ranch community.

- I am working with the Town Attorney and others on our sign code update project. We are reviewing our code, collecting model codes and meeting internally to chart our next steps, which will include engaging stakeholders and planning one or more work sessions.

- Staff is working to expand the DC Zoning District as such will help to encourage mixed use development in the central business district and the maximization of downtown buildings and lots.

- Staff is assisting the interim Grants Coordinator with the implementation of the CDBG Housing Rehabilitation project. Several rehab projects are for historic homes so efforts are being made to try and preserve historic features of the homes while addressing livability and safety issues as cost-effectively as possible.

- Staff is working with historic property owners to get new historic markers installed on their properties.

- Staff attended a meeting with Pinal County regarding potential updates to the County-wide Roads of Regional Significance Plan.

- Staff has spent considerable time discussing the status of the Magic Ranch and Arizona Farms annexations with stakeholders, property owners and residents.

- Staff is working with several parties interested in annexing into the Town of Florence. Many of these parties have land located within the former Magic Ranch and Arizona Farms annexation areas. Some have land outside of these areas. Staff is researching all possible annexations and working on likely annexation scenarios with property owners, as well as Pinal County staff. Staff will be seeking Council's direction on whether to formally pursue any new annexations.

- Staff attended meetings at the Maricopa County Association of Governments (MAG) office to review new census tools that they have created to assist with economic development.

- Community Development, like all departments, has been working on the budget materials for the coming fiscal year.

- Community Development staff prepared a variety of maps for the recent Anthem at Merrill Ranch CFD meetings. Staff also attended both meetings.

- Community Development staff, namely our GIS Coordinator, is working on getting more GIS maps on the Town's webpage to help our customers access information 24 hours a day.

- Community Development staff is working with other departments, namely the Town Attorney, to finalize the agreements and resolutions needed to close the loop on the development incentives the Town previously offered for the Florence Apartments renovation project.

- We are pleased that William Randolph has joined our team as the Town Planner. William replaced Heath Reed, who went to take a job with a major homebuilder. As William becomes acclimated to his new position, he will play a key role in working on downtown planning and zoning issues and pro-actively serving the HDAC.

- We have been able to bring our former Senior Inspector, Carroll Michael, on board on a temporary, part-time basis until we commence the hiring process for the unfilled Inspector position. In just a week, this has been a huge help, especially with being able to allocate additional resources towards code compliance.

- I continue to serve as the Past President of the Arizona Planning Association. I am also serving on a local sessions planning committee that is setting up locally (Arizona) focused conference sessions for the 2016 American Planning Association Annual National Conference in Phoenix. Through this engagement, I've had the opportunity to propose a session for the 2016 Conference that I will co-lead along with the Director of Local First Arizona. We have developed an amazing panel that will focus a session on adaptive reuse and the benefits of supporting locally (Arizona) owned businesses.

- I am working with a group on preparing a session for the next Historic Preservation conference. The session is expected to focus on localism and adaptive reuse.

TOWN OF FLORENCE
Building Permits for 2005 Thru 2015

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	SFR 2015	M/F 2005 thru 2014	M/F 2015	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	M/H 2015	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	C/I 2015	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014
Jan.	1	6	29	51	1	20	4	7	20	16	10	0	0	1	3	4	3	1	2	1	1	0	1	1	0	0	1	5	0	0	1	0	0	0	1	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	4	0	0	0	4	5	3	2	3	0	2	0	0	0	0	1	2	2	3	3	0	2	0	2	4	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14	21	0	0	3	6	6	4	2	1	2	0	2	1	0	0	4	3	3	5	1	2	1	1	4	0	16	20	32	29	44	12	34	30	48	35
April	2	38	36	50	23	17	26	4	27	11	24	0	0	2	9	5	1	0	1	4	0	0	2	2	0	1	2	7	1	4	3	2	3	3	4	12	10	16	30	48	29	32	20	38	45
May	1	50	53	53	33	24	16	20	14	15	18	0	0	3	13	1	0	1	1	1	1	1	0	2	0	3	3	9	1	0	2	1	1	3	3	12	10	26	14	14	28	31	33	41	24
June	5	90	52	52	28	23	11	22	15	8	16	0	0	4	4	2	0	2	2	1	0	0	0	0	0	2	2	1	2	1	4	0	6	2	6	19	12	21	33	27	33	23	35	19	26
July	3	32	54	57	35	15	5	12	11	20	24	0	0	2	5	1	0	0	1	0	0	0	1	0	0	2	3	2	1	0	6	6	1	6	3	9	16	22	36	26	14	17	24	24	18
Aug.	0	19	32	38	16	6	13	12	19	9	12	0	0	1	1	3	0	0	0	1	0	0	0	1	0	0	0	9	3	1	1	1	4	4	1	5	10	28	27	28	15	19	23	39	14
Sept.	35	6	1	31	10	6	7	14	8	12	11	0	0	2	2	1	0	1	0	0	0	0	0	2	1	1	3	2	1	0	6	0	1	8	3	11	16	9	38	23	20	17	18	28	35
Oct.	2	16	21	23	11	5	7	12	14	13	10	0	0	4	6	2	2	0	0	0	2	2	0	0	5	4	2	2	2	1	1	0	4	4	3	17	16	30	56	21	20	18	40	56	28
Nov.	2	20	17	18	24	5	8	8	11	7		0		4	2	2	1	0	3	1	0	0	1		9	1	3	4	2	0	0	1	1	6		19	35	16	30	33	37	41	33	41	33
Dec.	33	26	31	0	17	0	5	12	13	11		0		2	7	4	1	3	0	1	0	1	0		2	2	1	1	1	2	2	0	0	10		57	27	18	20	25	23	31	42	34	29
Total	100	407	411	467	201	173	112	138	182	144	150	0	0	28	62	36	15	12	14	12	6	6	6	8	17	21	25	47	22	13	28	14	22	52	28	228	188	273	364	353	297	317	360	430	398

1. SFR = New Single Family Residential Homes

2. M/F = New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

3. M/H - Manufactured Homes, Mobile Homes and Park Models

4. C/I = Commercial/Industrial New/Tenant Improvements

5. Other = Pools, Sheds, Fences, Signs, etc.

The Court Revenue had a slight increase from last month. There was a small increase in revenue from October of 2014 to 2015. Citations and complaints for this month have decreased.

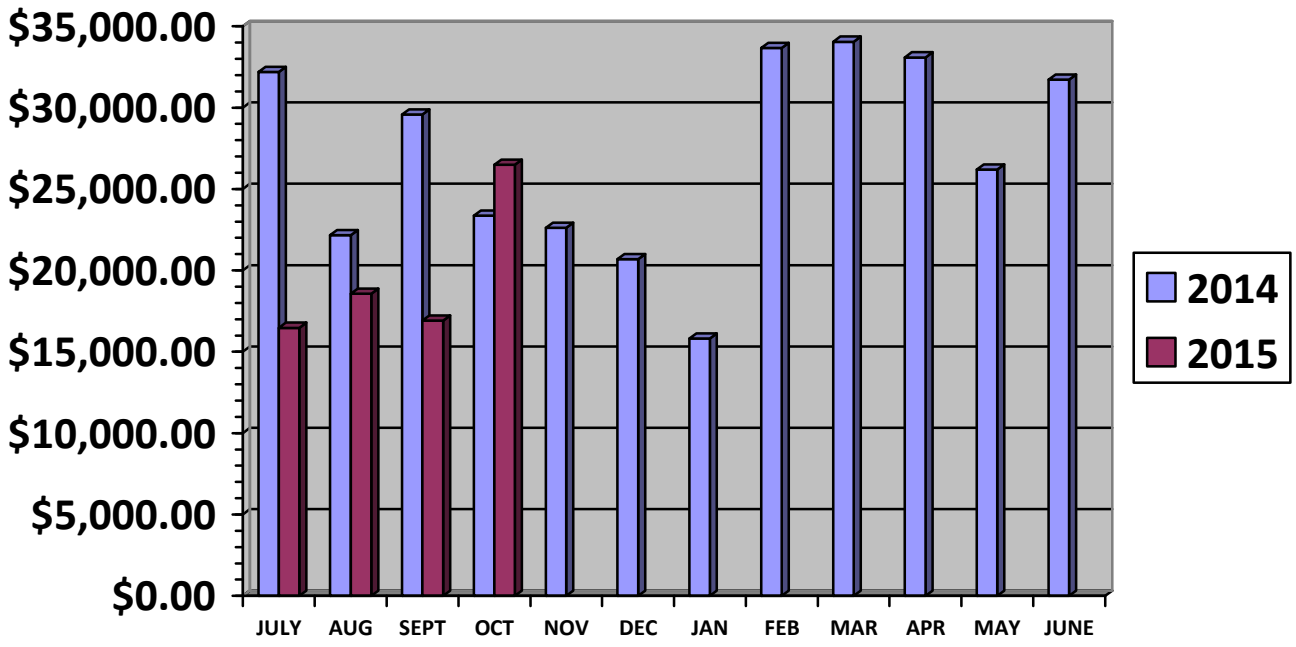
COURT FINANCIAL REPORT

OCTOBER 2015

IRENE ENRIQUEZ – Senior Court Clerk

DISTRIBUTION TYPE	OCTOBER 2015 (CURRENT)	OCTOBER 2014
FINE, FEES, & TRAFFIC	$10,595.80	$10,241.42
STATE SURCHARGES	7,367.13	7,741.94
STATE JCEF	597.90	284.69
LOCAL JCEF	321.93	153.29
STATE FINES	648.10	639.96
FLORENCE POLICE FUND	686.19	707.19
RESTITUTION	50.00	252.09
BONDS	2,733.47	500.00
PUBLIC DEFENDER FEE	1.76	0
JAIL HOUSING FEES	1,728.56	689.80
JUSTICE COURT FEES	51.01	48.02
GENERAL FUND	0.00	0.00
FARE SPECIAL COLLECTION FEE	1171.92	1,700.78
FARE DELINQUENCY FEE	445.59	397.99
VICTIMS RIGHTS ENFORC.	89.64	0
DOMESTIC VIOLENCE ASSESS.	0.00	0
COOLIDGE POLICE FUND	0.00	0.00

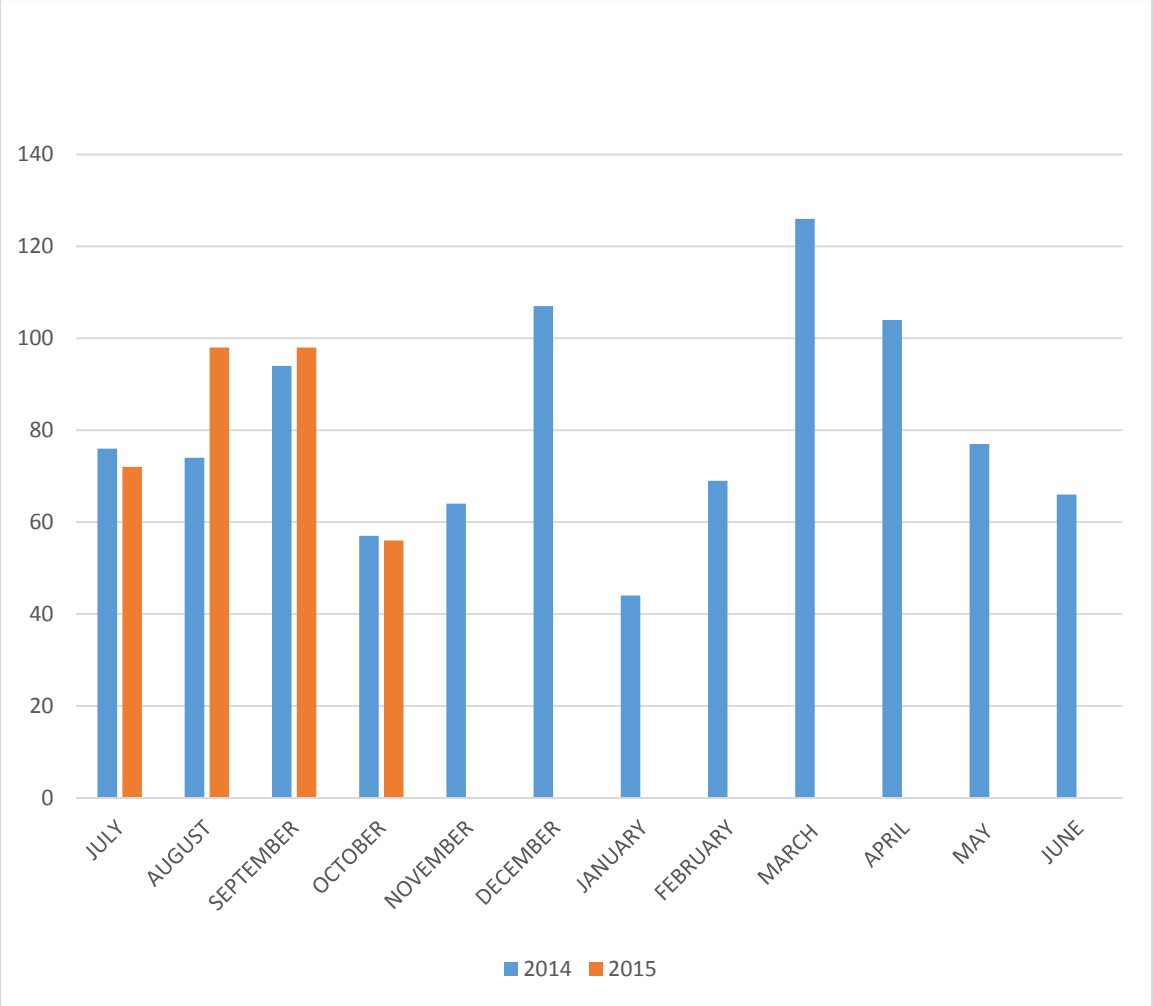
COUNTY REVENUE	51.01	48.02
COOLIDGE POLICE FUND	0.00	0.00
STATE REVENUE	10,320.28	10,765.36
TOWN REVENUE	13,334.24	11,791.70
RESTITUTION AND BONDS	2783.47	752.09
TOTAL MONTHLY REVENUE:	**$26,489.00**	**$ 23,357.17**



Monthly Revenue 2014 VS. 2015

13.41% Increase from 2014

COMPLAINTS AND CITATION FILED AUGUST



	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2014 -	76	74	94	57	64	107	44	69	126	104	77	66
2015 –	72	98	98	56								

CITATION BREAKDOWN

Below are the types of cases filed for the month of October 2015

CIVIL TRAFFIC VIOLATIONS	-	43
CRIMINAL TRAFFIC	-	8
CRIMINAL	-	3
DUI	-	0
DOMESTIC VIOLENCE	-	2

CASES IN COLLECTIONS

Amount in Collections:	$75,142.97
Amount Collected in October 2015:	$7,340.61
Amount remaining:	$66,171.95

Finance Department Memorandum

To: Lisa Garcia, Interim Town Manager

From: Gabriel Garcia, Finance Director

Date: November 1, 2015

Re: Finance Department Report

Budget

- CIP has been presented and discussed by the Budget Committee and all but the IIP has been presented to Council in the form of work sessions. This draft will be utilized in our projections for next year and will be modified as the Committee and Council recommends.
- General Fund budgets have been submitted by the Department Heads and I am in the process of preparing them for review by the Budget Committee.
- The annual audit, single audit, Pinal County Excise Tax (PCET) and Development Impact Fee (DIF) audits have been completed and we are waiting for comments from the auditors.

Financial Reporting

- The annual audit, single audit, Pinal County Excise Tax (PCET) and Development Impact Fee (DIF) audits have been completed and we are waiting for comments from the auditors.
- See attached monthly financial report (cash-basis) for September 2015.

The following charts and graphs are for financial activity (cash basis) for September 2015 (unaudited).

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	$ 13,843,100	$ 2,572,979	19%	$ 14,997,100	$ 2,856,918	19%
Capital Improvement	1,230,000	2,346	0%	5,207,800	1,179,112	23%
Highway User Revenue	3,885,200	467,511	12%	6,495,900	484,187	7%
Construction Tax - 4%	58,000	697	1%	-	-	0%
Food Tax - 2%	271,500	39	0%	-	-	0%
Town Water	2,852,400	650,822	23%	5,000,900	508,207	10%
Town Sewer	3,990,000	855,172	21%	9,559,700	1,130,876	12%
Sanitation	702,200	160,647	23%	876,000	145,477	17%
Total	**$ 26,832,400**	**$ 4,710,213**	**18%**	**$ 42,137,400**	**$ 6,304,777**	**15%**

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	$ 46,642	$ -	$ 72	$ 46,714
505 Transportation	910,925	35,103	715	946,743
506 General Government	-	-	-	-
508 Police	304,199	29,136	250	333,585
509 Fire/EMS	454,127	30,066	366	484,559
510 Parks	15,851	4,251	13	20,115
511 Library	16,720	9,744	19	26,483
596 Florence Water	114,773	-	88	114,861
597 Florence Sewer	368,060	-	281	368,341
598 North Florence Water	10,037	-	8	10,045
599 North Florence Sewer	12,505	-	10	12,515
Total	**$ 2,253,839**	**$ 108,300**	**$ 1,822**	**$ 2,363,961**

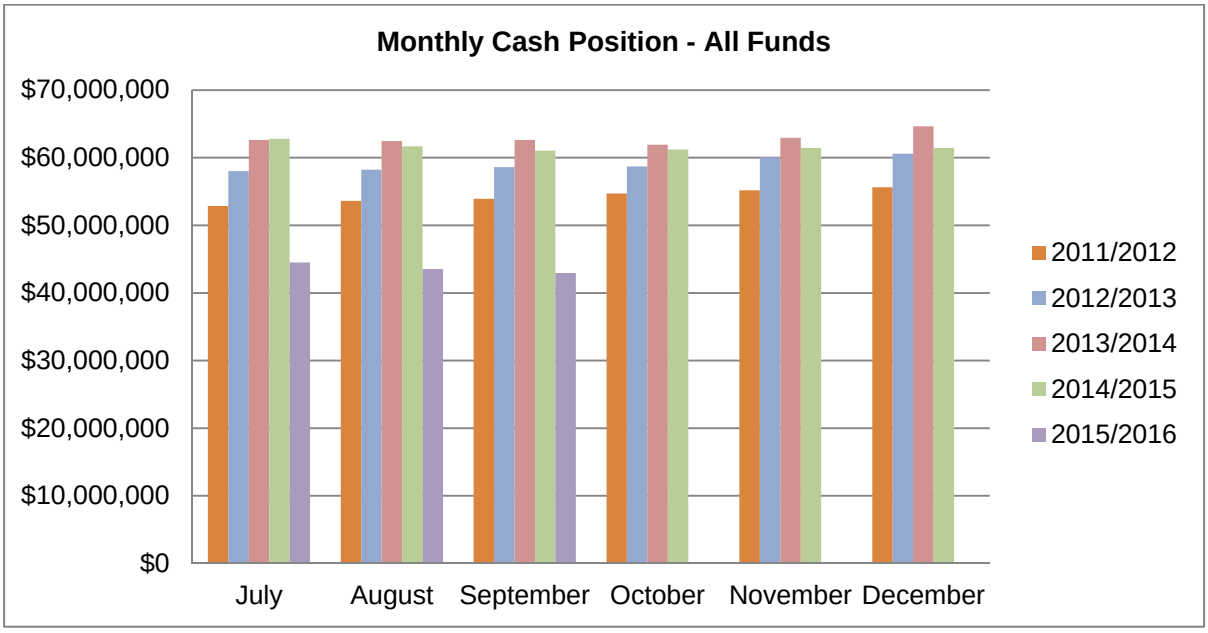
Comparison of General Fund Revenue and Expenditures Actual to Budget

GENERAL FUND	Budget	Actual	Budget to Actual
Revenue by Category			
Taxes	$ 3,345,400	$ 444,898	13%
Licenses and Permits	521,000	131,936	25%
Franchise Fees and Taxes	592,600	8,035	1%
Intergovernmental	6,818,400	1,435,418	21%
CE Inspection Fees	9,600	1,661	17%
Civil Engineering Fees	31,100	605	2%
Community Development Fees	132,600	79,050	60%
Charges-General Government	204,200	14,754	7%
Cemetery Fees	23,500	12,800	54%
Public Safety-Police	61,900	4,350	7%
Parks and Recreation	158,400	36,857	23%
Fines and Forfeitures	195,800	22,711	12%
Interest Earnings	85,000	8,421	10%
Public Safety-Fire	97,800	11,324	12%
Library	6,700	1,277	19%
Miscellaneous	43,400	4,778	11%
Downtown Redevelopment	6,200	762	12%
Government Access Channel	7,700	-	0%
Seniors Fees	23,700	3,339	14%
Operating Transfer	1,478,100	-	0%
Total Revenue	**$ 13,843,100**	**$ 2,222,976**	**16%**
Expenditures by Department			
Town Council	$ 145,100	$ 39,197	27%
Administration	677,800	152,829	23%
Courts	222,500	28,228	13%
Legal	482,600	74,272	15%
Finance & Grants	926,200	188,955	20%
Human Resources	257,100	50,292	20%
Community Development	709,900	138,376	19%
Police Services	4,238,900	808,399	19%
Fire Services	3,062,900	648,801	21%
Information Technology	460,300	83,197	18%
Parks & Recreation Services	2,151,400	434,954	20%
Library	416,200	84,567	20%
Engineering	60,100	25,756	43%
General Government	1,004,500	80,895	8%
Cemetery	17,300	1,723	10%
Economic Development	164,300	16,477	10%
Total Expenditures	**$ 14,997,100**	**$ 2,856,918**	**19%**

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Cash and Investments – Bank Balances and Monthly Yield

Investment Report						
Account - cash balance	**Jul-15**	**Aug-15**	**Sep-15**	**Oct-15**	**Nov-15**	**Dec-15**
NB/AZ - General Checking	$ 5,272,532	$ 4,359,971	$ 3,767,489			
LGIP - 7256	$ 8,890	$ 8,891	$ 8,892			
LGIP - 5953	$ 208,896	$ 208,926	$ 208,956			
Stifel Nicolaus - Investments	$ 39,017,582	$ 38,950,447	$ 38,956,832			
NB/AZ - PD Evidence	$ 6,023	$ 5,775	$ 5,775			
Total cash	**$ 44,513,923**	**$ 43,534,010**	**$ 42,947,944**	**$ -**	**$ -**	**$ -**
Account - monthly yield	**Jul-15**	**Aug-15**	**Sep-15**	**Oct-15**	**Nov-15**	**Dec-15**
National Bank Arizona	0.05%	0.05%	5.00%			
LGIP - 7256	0.09%	0.11%	11.00%			
LGIP - 5953	0.13%	0.17%	17.00%			
Stifel Nicolaus - Investments	1.14%	1.14%	1.14%			



Fire Department

MEMORANDUM

DATE: October 14, 2015

TO: Lisa Garcia, Interim Town Manager

FROM: David Strayer, Fire Chief

SUBJ: Summary of September 2015 and Plans for October 2015

The fire responses for 2015-2013 are as follows:

September 2015	Location of Calls					
Type of Calls	*Florence Proper*	***Florence Gardens***	*Anthem*	*Prisons*	*Mutual Aid*	*Totals*
Brush Fires	0	0	0	0	0	0
Structure Fires	0	0	0	0	1	1
Vehicle Fires	1	0	0	0	0	1
Trash Fires	0	0	0	0	0	0
EMS	**73**	**19**	**22**	**50**	**0**	**164**
HazMat	0	0	3	0	0	3
Electrical Arching	1	0	0	0	0	1
Police Asst./Public Asst.	0	4	1	0	0	5
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	0	0
False Alarm/System Malfunction	5	0	1	0	0	6
Emergency Stand by (move up)	3	0	27	0	3	33
Other Calls	5	0	5	1	4	15
TOTALS	88	23	59	51	8	229

Three Year View	2015		2014		2013	
	Sept	YTD	*Sept*	*YTD*	*Sept*	*YTD*
EMS	164	1389	135	1465	154	1505
Fire Calls	2	53	3	50	7	56
All other Calls	63	590	63	692	90	1055
TOTALS	229	2032	201	2207	251	2616

Summary of September

Shift Training:

Administration	
Class Count	Total Class Hours
10	10:00
Emergency Medical Services	
Class Count	Total Class Hours
55	382:00
Homeland Security	
Class Count	Total Class Hours
4	4:00
Minimum Company Standards	
Class Count	Total Class Hours
6	12:00
Operations	
Class Count	Total Class Hours
118	416:45
Grand Total	
Class Count	Grand Total Class Hours
193	824:45

External Training

- 6 members of Florence Fire attended the annual Arizona State Fire School
- Annual EMT and Paramedic Refresher Training was completed
- Chief Strayer attended the New Fire Chief's seminar presented by the Arizona Fire Chief's Association
- Central Arizona College (CAC) Department Ethics/Building Construction- On Going.

Inspections

- Tour- Smith Conquest Arms building
- Temporary Certificate of Occupancy (C/O) Conquest Arms
- C/O Corrections Corporation of America Fire Building
- River Bottom Grill- Occupancy load inspection.
- Florence Clinic inspection
- Florence Unifed School District (FUSD) Fire works Permit Inspection
- FUSD Fire Bonfire Permit Inspection
- 5 Special Event Permit applications
- Hot Work permit Army National Guard

Plan Review

- BonnyBrook Desk top review wildand confirmation.
- FUSD Fire works Permit
- FUSD Fire Bonfire Permit

Projects

- Web site information development
- Self Inspection progam development
- Fire Hydrant Inspection Program
- Coordination/Organization of Public safety Agency Meetings

Meetings

- Dr Smith-Department Health & Safety wellness program
- East Valley Ladder training meeting
- CAC Pinal County Advisory Meeting
- Town Events/Permitting meeting
- Windmill construction design review meeting
- Queen Creek Fire marshal Operational meeting
- Town Attorney- Self Inspection Program
- Community Development-Walker Butt Project
- Army National Guard Operations and Deployment
- Sandstone project/Wildand fuel tank inspections

Station Maintenance

On-going

Plans for October

Post Incident Analysis – A post incident analysis for the July 25, 2015 CCA Prison Fire is schedule for October 28, 2015. Mutual aid departments will be invited to participate. Areas to be covered include a recap of the incident, challenges, lessons learned and follow up plans.

Professional Development - Ongoing

- Fire Service Ethics – Class Code FSC 119
- Building Construction – Class Code FSC 208

Both of these classes are delivered online and will be accessed through CAC's Black board

Fire Hydrant Annual Service

The hydrant inspection program basic training and instructions will be completed prior to implementing the inspection/service program. This training will include shift district responsibilities and schedules, FD inspection procedures, inspection field documentation; records management entries, and equipment use discussion. Actual hydrant inspections will start in October and continue through the end of December.
All Hydrants will be inspected by Fire Department personnel each year during the 4th QTR.
Crews will ensure functionality, complete inspections, lubricate and flow check all assigned fire hydrants.

Annual Pump Testing

Annual apparatus pump testing will begin in the month of October. This service is completed through our maintenance agreement with Superstition Fire.

Memorandum

To: Lisa Garcia, Interim Town Manager

From: Bryan C. Hughes, Parks and Recreation Director

Date: September 21, 2015

Re: September 2015 Department Report

Staff attended the weekly meetings with the **Territory Square – Library/Recreation Complex Project** Team and Low Mountain Design-Build Team. Punch list work at Library and Community Center continues and is anticipated to be substantially complete by the end of the month. There continue to be issues with the turf on the soccer fields. Town Staff is working with the contractor and landscape architect on solutions. The current option being explored is to seed with rye for the winter months then re-seed with Bermuda seed in the spring again. Crews are finishing up the exterior landscaping, including pavers, replacement of some shrubs that did not survive the initial planting, and overall site cleanup.

I attended the **50th Annual National Recreation and Parks Association Conference and Expo** the week of September 14th in Las Vegas, Nevada. There were a number of great educational sessions, including Proactive Planning for Success; How Park Planning and Design Can Drive Economic, Environmental and Health Benefits; and Americans' Use and Perceptions of Local Park and Recreation Services – Findings from a Nation Study. I was also able to attend sessions on leadership, marketing, public art, parks and recreation trends, and citizen engagement. In addition to the education sessions, there was an exhibit hall with hundreds of national vendors, and numerous opportunities to network with parks and recreation professionals from across the country.

The **Florence Aquatic Center** remained busy on the weekends through the month of August, averaging 297 per day. Nearly 3,700 people took part in Open Swim and Lap Swim during the month. The facility will be open for extended hours during the school's Fall Intersession this month and then be reduced to lap swim and rentals in October. The Florence H.S. Swim Team continues to practice at the facility and hosted two meets there earlier this month. The H.S. Swim Team also coordinated a K-8 swim meet at the facility on September 12.

The next **Parks and Recreation Advisory Board** meeting is scheduled for September 24. The meeting will include a presentation by the Pinal Partnership Open Space & Trails Committee.

Parks and Recreation Department
Divisions Report
August 2015

Recreation/Aquatics/Special Events Programs

Recreation Programs	**Participants**	**Volunteers**	**Comments**
Before & After the Bell – Florence	18	0	Revenue: $280
Before & After the Bell – Anthem	16	0	Revenue: $140
Fall Fun - Florence	2	0	Revenue: $120
Fall Fun- Anthem	4	0	Revenue: $240
Boo-Yah Jr. NFL	14	0	Revenue: $450
Flag Football (ongoing)	27	0	Revenue: $1,340
Adult Open Gym	99		Free Program
Teen Open Gym	28		Free Program
Aquatic Center	**Participants**		**Comments**
Open Swim Child	2,355		Revenue: $2,355
Open Swim Adult	1,225		Revenue: $3,675
Swim Lessons	32		Revenue: $528
Adult Lap Swim	119		Revenue: $357
Adult Passes- Resident	3		Revenue: $180
Child Passes- Resident	1		Revenue: $20
Special Events	**Participants**	**Volunteers**	**Comments**

Facility Use Permits

Number of Facility Use Permits	**Number of Bookings**	**Estimated Number of Participants**	**Revenue Generated**
20	130	3,802	$745

Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Daily Fitness Pass	11	$55
Adult 6 Months	2	$180
Adult Monthly	98	$1764
Sr. Monthly	20	$240
Sr. 6 Months	5	$300
Sr. Annual	1	$120
Youth Monthly	8	$96
Total Memberships	**145**	**$2,755**

Fitness Center – Classes

Program	Total	Revenue
Karate for Kids I	7	$175
Karate for Kids II	13	$325
Zumba	21	$420
Low Impact Water Aerobics	9	$180
Water Aerobics	11	$275
Tumbling Toddlers	4	$100
Total for Fitness Center	**52**	**$2,286**

*Estimated member sign-ins throughout the month: 1,427
*Total membership packages sold in August: 145
*Fitness Center revenue for all August package sales: $2,755
*Fitness Classes revenue for August: $1,475
*Total August Revenue: $4,230

Dorothy Nolan Senior Center

Programs	Participant	Type	Comments
Bible Study	13	Activity	
Bingo	77	Activity	
Birthday Cards	16	Service	
Staff cooked meals & Senior meals	84	Meals/Activity	
Breakfast	88	Meals/Activity	
CAHRA	18	Service	
Dinner Club	16	Meals/Activity	Jalapenos
Blood Pressures Pinal County Food Box Dental Clinic Diabetic Clinic	28 40 38 09	Service	
Fitness Center	29	Health	
Games	183	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	0	Service	
Hair Cuts	1	Service	
Exercise Class	67	Activity	
Home-Delivered Meals	396	Service	
Knitting & Crocheting	20	Activity	
Lost Meals	20	Service	
Medicare Advocate	3	Service	Calls
Movie & Popcorn	13	Activity	
Rides Program	168	Service	145 trips to the Center,17errands, and 0 special events
Senior Donation Meals	20	Meals	
Senior Hot Topics	14	Activity	
Shopping	3/18/3	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	60	Service	
Volunteer Hours	28@244	Service	
Building Use	703	Service	

Women's hour-07, Doris with Drums-05, Payson Day Trip-17, Angel Care Discussion-09, Computer Help-04, Calligraphy Writing-08

Accomplishments:

The center served 344 meals to 45 participants; we had 0 new senior participants this month. Traveled 2,927 miles in the senior vans

Memorandum

To: Mayor and Town Council

From: Bryan C. Hughes, Parks and Recreation Director

Cc: Lisa Garcia, Interim Town Manager

Date: October 5, 2015

Re: Aquatic Center Update

After three months of operation, the new Aquatic Center is off to a great start.

Lap Swim and Open Swim
Open Swim has proved to be very popular with over 3,286 adults and almost 6,399 kids attending. We also offered morning and evening Lap Swim for adults and 235 people have participated. Revenue from Open Swim, Pool Passes (18), and Lap Swim have generated nearly $18,000 over the first three months over operation.

Swimming Lessons
There were 89 participants in the youth in morning and evening swim lessons in July and early August. Of those, 77 participated in the evening lessons. The swimming lessons generated $1,432 in revenue.

Aquatic Exercise Programs
There were 71 participants in various aquatic exercise classes in July through September. Low Impact Water Aerobics had 28 participants on Tuesday and Thursday mornings and Water Aerobics had 36 participants on Monday and Wednesday evenings. Water Walking had 7 participants on Tuesday and Thursday evenings, but was only offered in July. The programs generated over $1,558 in revenue.

Rentals
The Aquatic Center Multi-Purpose Room had sixteen (16) rentals for birthday parties or similar functions during Open Swim on weekends during the three month period and generated $1,043.75 in rental fees.

Partnerships
On Saturday, July 11, the Aquatic Center hosted the Central Arizona League relay meet. Recreational swim teams competing were from San Manuel, Coolidge, San Tan, Anthem, Globe, and Florence. An estimated 275 people, both participants and spectators, attended the morning meet. The Florence Sharks Recreational Swim Team participates in this league each summer and will host additional meets in 2016.

The Arizona Seals Swimming Academy, a USA Competitive Swim Team, previously based out of Central Arizona College, has utilized the competitive pool for practices. The partnership is a benefit to the team in recruiting new members and to the Town in

marketing the facility and bringing visitors to town for meets and practices. During the first three months the partnership generated just over $2,200 in rental fees for use of the competition pool for practices. Although the Seals would like to utilize the facility year-round, staff informed them that we will be closing for the season on October 31st due to budget restrictions.

The Florence High School Swim Team has been utilizing the competition pool for their practices and meets. Practices started on Monday, August 10th and continue through the end of October. Meets were held on September 3, September 10 and October 1. The Swim Team also hosted swim meet for K-8 students on September 12. Use of the facility will be included in the new Intergovernmental Agreement currently being negotiated.

The biggest challenge thus far has been the frequently changing schedule for Open Swim, Lap Swim, Swim Lessons, and Aqua Exercise programs. Changes were made each month from July through September so we could adjust for school schedules, swim teams and other user groups. The schedule changes were also necessary since many of the Town's lifeguards are in school and unavailable to work as many hours as during the summer break.

Expenditures
With a few exceptions, expenditures are within projections. Staffing expenditures will freeze over the next 5-6 months when the facility is closed. Three line items in particular that are over the budgeted amount are:

1. Telephone – Expenses are related to the fire alarm monitoring and burglar alarm phone lines and include initial installation fees that were unanticipated. Monthly expenses are approximately $100.
2. Water/Sewer – Staff is looking into it to make sure all invoices have been coded to the correct facility. If corrected, this line item should be as projected.
3. Furniture, Fixtures and Equipment – Expenses are for the picnic tables and umbrellas in the concession area that were not include in the project budget.

Staff will continue to monitor the budget closely during the second quarter and make adjustments as necessary. Expenditures will level off or decline during the winter months to the point where we anticipate the overall budget to come in as projected for FY16.

If you have any questions with regards to the Aquatic Center, please contact me at your convenience.

TOWN OF FLORENCE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2015

GENERAL FUND

		ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
	AQUATICS PROGRAMS						
010-524-102	PART-TIME SALARIES	.00	50,352.53	50,352.53	111,600.00	61,247.47	45.1
010-524-111	AZ RETIREMENT CONTRIBUTIONS	.00	.00	.00	2,800.00	2,800.00	.0
010-524-121	FICA - EMPLOYER'S PORTION	.00	3,854.09	3,854.09	4,300.00	445.91	89.6
010-524-123	WORKER'S COMPENSATION	.00	2,364.02	2,364.02	1,100.00	(1,264.02)	214.9
010-524-201	TELEPHONE	514.05	1,132.54	1,646.59	.00	(1,646.59)	.0
010-524-207	SERVICE CONTRACTS	.00	.00	.00	3,300.00	3,300.00	.0
010-524-208	GENERAL EQUIPMENT REPAIR	.00	65.00	65.00	1,500.00	1,435.00	4.3
010-524-212	WATER/SEWER CHARGES	.00	10,011.79	10,011.79	12,000.00	1,988.21	83.4
010-524-215	GAS/ELECTRIC CHARGES	.00	19,911.39	19,911.39	106,400.00	86,488.61	18.7
010-524-217	PROFESSIONAL SERVICES	.00	.00	.00	4,500.00	4,500.00	.0
010-524-224	CONTRACTUAL EMPLOYEES	.00	.00	.00	2,000.00	2,000.00	.0
010-524-302	OPERATING SUPPLIES	1,186.64	2,351.08	3,537.72	2,300.00	(1,237.72)	153.8
010-524-304	UNIFORM ALLOWANCE	.00	97.40	97.40	2,600.00	2,502.60	3.8
010-524-310	CHEMICALS	.00	10,352.79	10,352.79	60,000.00	49,647.21	17.3
010-524-311	SMALL TOOLS	.00	.00	.00	300.00	300.00	.0
010-524-312	SAFETY EQUIPMENT	.00	27.98	27.98	2,000.00	1,972.02	1.4
010-524-313	TRAINING MATERIALS	.00	.00	.00	2,000.00	2,000.00	.0
010-524-335	FURNITURE, FIXTURES, EQUIPMENT	62.99	8,343.10	8,406.09	.00	(8,406.09)	.0
010-524-401	DUES,SUBSCRIPTIONS,MEMBERSHIPS	398.40	235.20	633.60	.00	(633.60)	.0
010-524-403	TRAINING AND DEVELOPMENT	.00	.00	.00	7,800.00	7,800.00	.0
010-524-407	COMMUNITY PROMOTION EXPENSE	.00	.00	.00	1,500.00	1,500.00	.0
	TOTAL AQUATICS PROGRAMS	2,162.08	109,098.91	111,260.99	328,000.00	216,739.01	33.9
	TOTAL FUND EXPENDITURES	2,162.08	109,098.91	111,260.99	328,000.00	216,739.01	33.9

FLORENCE POLICE

Monthly Report – September 2015

Daniel R. Hughes, Chief of Police

425 N. Pinal St. ▫ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 ▫ Fax: 520-868-0158

"The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter."

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of September 2015. The monthly report is prepared for the Town Council's review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

Employee	Position	Effective
New Hire		
Resignations/Terminations		
Amber Audilett	Evidence Technician	9/15
Vacancies		
1 full-time	Evidence Technician	Position Pending Town Approval
1 full-time	Police Officer	Frozen Position
1 full-time	Lead Public Safety Dispatcher	Open
2 full-time	Public Safety Dispatcher	Open-Reviewing Applications

CHIEF OF POLICE

Chief of Police, Daniel R. Hughes attended the following meetings during the month of September:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
- Website Planning Meeting
- Arizona Leadership Program (ALP) Graduation for Communications Supervisor Regina Quinones
- 2nd Capital Improvement Plan Meeting
- Quarterly Community Advisory Board Meeting, Behavioral Systems Southwest

ADMINISTRATIVE/SUPPORT SERVICES

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, and Departmental Budget/Finances.

The Support Services Manager (Deanna Husk) attended the following meetings/training during the month of September:

- Website Meeting
- Certified agency for ViCap-National Crime Database
- FPD Department Meeting

Monthly Activities included:

- Bi-Annual Evidence Audit conducted
- CSI property audit conducted
- Evidence and Property Training in Tucson

Communications

- On September 3rd Communications Supervisor Quinones completed and graduated Arizona Peace Officer Standards and Training (AZPOST) Leadership Academy and received her certification.
- On September 8th Dispatcher Francis completed Arizona Child Abduction Response Team (AZCART) certification training.
- On September 9-10th Communications Supervisor Quinones and Dispatcher Francis attended the AZNENA/APCO (Communications & Dispatch) Western Regional Conference in Tempe, Az.
- On September 15th-21st testing for the vacancy of Public Safety Dispatcher was held.
- On September 28th Public Safety Dispatcher oral boards were held.

Calls for Service

Below is a table that depicts the total calls for service handled by FPD dispatchers during the month of September. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	**Beat 2**	**Beat 3**	**TOTAL**
911 Line	47	20	22	89
Crime Stop Line	0	0	0	0
Officer Report	209	108	237	554
In Person	50	1	3	54
Radio Transmission	1	0	1	2
State TT/NLETS	0	0	0	0
Telephone	186	78	76	340
TOTAL	**493**	**207**	**339**	**1039**

Average Response Time to Calls for Service

6 Month Reporting Period: April 2015 to September 2015

	Apr	May	Jun	Jul	Aug	Sep
Priority 1	4:22	3:34	3:00	2:51	3:40	3:16
Priority 2	6:24	4:45	4:45	4:58	5:41	5:00
Priority 3	15:59	11:14	11:14	10:45	10:15	12:42
Priority 4	12:09	7:33	7:33	11:34	7:10	13:07

Definitions:

Priority 1	These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
Priority 2	These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
Priority 3	These priorities are those in which there is no threat of personal injury or major loss of property.
Priority 4	These priorities are those of a report nature only.

September 2015
Count of Index Offenses

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	**0**	**0**	**0**	**0**	**0**
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	**0**	**0**	**0**	**0**	**0**
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	**0**	**0**	**0**	**1**	**0**
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	**12**	**0**	**12**	**8**	**1**
a. Firearm	1	0	1	1	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	2	0	2	2	0
d. Hands, Fist, Feet, etc.	1	0	1	0	0
e. Other Assaults – Simple	8	0	8	5	1
BURGLARY	**2**	**0**	**2**	**1**	**0**
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	2	0	2	1	0
c. Attempt Forcible Entry	0	0	0	0	0
LARCENY – THEFT	**11**	**0**	**11**	**1**	**0**
MOTOR VEHICLE THEFT	**1**	**0**	**1**	**0**	**0**
a. Autos	0	0	0	0	0
b. Trucks	1	0	1	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	**26**	**0**	**26**	**11**	**1**
Clearance(s) by Adult Arrest	4				
Clearance(s) by Juvenile Arrest	1				

**All data presented in this report is tentative until monthly audit is complete

Property & Evidence

During the month there were 39 envelopes/packages involved in 30 incidents/cases submitted for processing by the Property and Evidence Section. Of the total 39 envelopes/packages, 26 were evidence items, 5 were for safekeeping, 3 were found property and 5 were for immediate disposal. The Evidence and Property Section processed these items by releasing 1 evidence item, disposing of 5 items, 5 items were sent to the DPS Laboratory for analysis and 20 evidence packages were placed on the shelves for storage.

The total items of evidence involved the following crimes: 12-Drugs, 4-DUI, 2-Assault, 1-Trespass, 1-False Reporting, 1-Sexual Assault and 1-Prison Contraband.

September 2015 – Property and Evidence Processing

TOTAL PACKAGES	EVIDENCE STORED	SAFE KEEPING	FOUND PROPERTY	DISPOSAL	RELEASED	OUT TO OFFICER	SENT TO LAB
39	20	5	3	5	1	0	5

September 2015 – Related Crimes

DRUGS	DUI	FALSE REPORTING	BURGLARY	SEXUAL ASSAULT	ASSAULT	TRESPASS	OTHER
12	4	1	0	1	2	1	1

Monthly Activities included:

- The Property and Evidence Section purged 152 total items in 25 cases for the month of September 2006.
- The status of the Police Evidence Trust Fund bank account has 6 pending items involving $3,258.00. Four of these line items are pending RICO forfeiture totaling $1,997.00.
- Five traffic incidents involved the seizure of 6 Arizona license plates.
- Four pounds and 14.9 ounces of prescription drugs were turned in by citizens into the Drug Drop Boxes in September 2015. A new Drug Drop Box was installed in the Anthem Substation for the convenience of the Anthem community.
- Thirty-three items in 12 incident cases were purged from the September 2006 inventory according to the 10 year evidence schedule protocol. One case was retained due to its fugitive status.
- A mid-year inventory audit of the Property and Evidence Section was conducted and no significant deficiencies were reported.
- Fingerprints were taken for 34 citizens during September by volunteers and the Property and Evidence Section.

OPERATIONS/PATROL

The Operations/Patrol Division is under the direction of Lt. Terry Tryon, and he has attended the following meetings during the month of September:

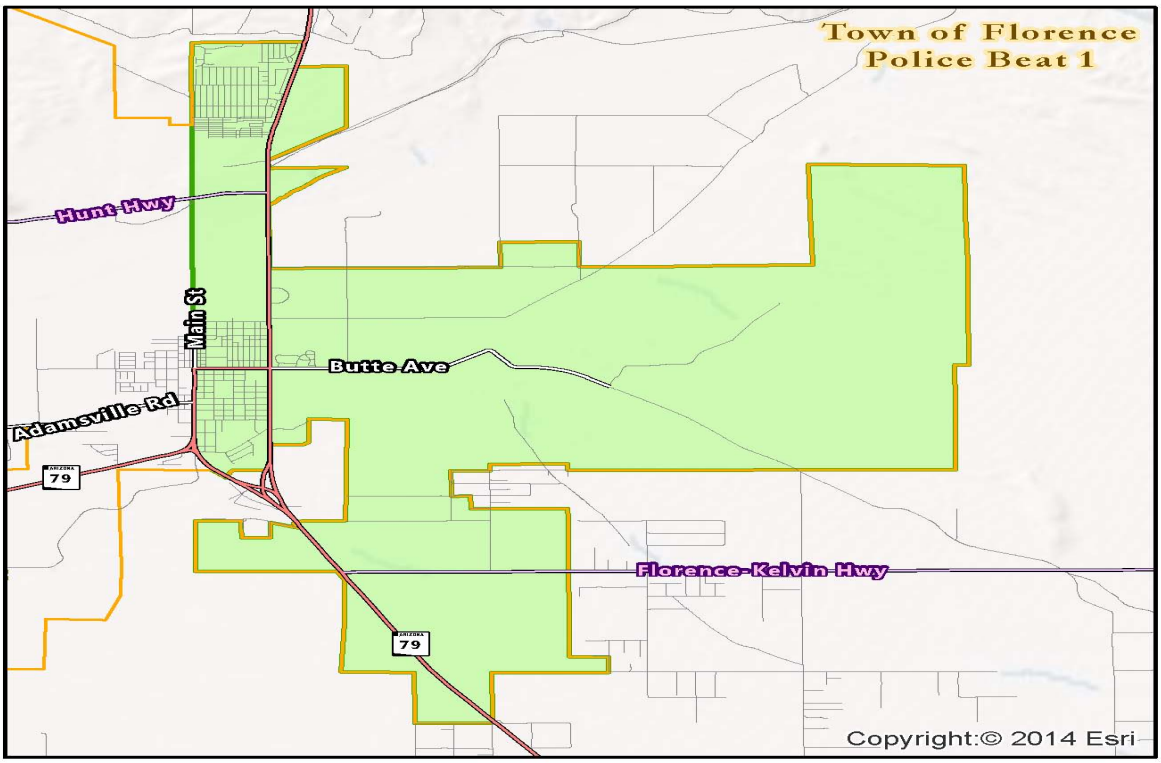
- Town Council Meetings
- Weekly Work Flow Committee Meeting
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Website Planning Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting
- Operation Stonegarden Grant Program Meeting
- Arizona Leadership Program (ALP) Graduation for Communications Supervisor Regina Quinones
- Public Safety Retirement– Local Board Meeting

Criminal Investigations Unit

Number of new cases assigned in September:		**4**	
Observed Offense	**Assigned Detective**	**Case Status**	**Notes:**
Child abuse	L. Gaston	Closed	Unfounded, the home is safe, no abuse disclosed or seen, and the child has mental health issues.
Fraud	L. Gaston	Closed	Victim wire transferred $4,000.00 to pay fees for a large amount, $500,000.00 won out of the country. Case referred to US Attorney.
Burglary	L. Gaston	Closed	Case closed due to lack of direct evidence linking suspects to crime.
Property	L. Gaston	Closed	Weapon returned to owner. Appears to have been entered into NCIC incorrectly in North Carolina.
Number of cases carried over into September:		**4**	
Observed Offense	**Assigned Detective**	**Case Status**	**Notes:**
Fraud	D. Helsdingen	Closed	Several calls, suspects claiming to work for PCSO collecting money for warrants. Suspect identified as a prisoner in another state. TOT to Pinal County due to having victims which paid money to the suspect through PayPal.
Escape	D. Helsdingen	Closed	Unfounded correction officer observed two subjects jumping fence. Subjects did not leave a secure facility, all inmates accounted for.
Narcotics	D. Helsdingen	Open	4 cases from CADC. Prisoners attempting to smuggle narcotics into prison via mail. Waiting on CADC investigators to provide reports.

Property	D. Helsdingen	Closed	Property retuned, weapon to owner serial number same as stolen out of North Carolina.
Sex assault	L. Gaston	Assigned	PRIA case from CADC. Same victim from previous PRIA case security video is not consistent with victim's statement. Victim interviewed.
Death investigation	L. Gaston	Assigned	Prisoner death at ICE. Awaiting autopsy results.
Fraud	L. Gaston	Assigned	Linked to prisoner requesting money to pay for warrants. Suspect identifies himself as Pinal County Sheriff supervisor.
Sex assault	L. Gaston	Assigned	Interviews of victim, witnesses and suspect conducted. Confrontation call completed PCA updated.
Number of joint cases worked in September:			
Observed Offense	**Assigned Detective Primary/Secondary**	**Case Status**	**Notes:**
Child/sexual abuse	D. Helsdingen/L. Gaston	Open	One suspect arrested, forensic exam of child, search warrant of residence, interview of both suspects, meeting with PCA, computers taken to Coolidge PD for forensic exam. Free talk by Det. Gaston.
Arson	L. Gaston/D. Helsdingen	Open	Insurance paid out, phone ping returned by ATF, polygraphs pending.
Sex assault	L. Gaston/D. Helsdingen	Open	SANE exam, interviews of witnesses and suspects completed.
Death Investigation	L. Gaston/D. Helsdingen	Closed	TOT to PCSO. Primary cause of death related to consumption of illegal drugs and alcohol. Autopsy results pending as of 10/16/15.
Other Activity:			
L. Gaston/ D. Helsdingen	3 days of CART training		
L. Gaston/ D. Helsdingen	Quarterly AZCART meeting in Chandler		
L. Gaston	Free talk with wife in child abuse case with PCA		
L. Gaston	Meeting with PCA about Hess case		
D. Helsdingen	1 Grand Jury/1 DUI/2 cite and releases		
D. Helsdingen	Meeting for Operation Sidewinder/Managed StoneGarden activity		
D. Helsdingen	2 meetings with PCA- Hess and Michaels cases		
D. Helsdingen	Bench trial x2/Evidentiary trial		

Beat 1



Beat Statistics:

Beat 1 Supervisor – Sgt. Scott Morris
There are 7 officers assigned to Beat 1
Total number of calls for service (including traffic): 459
Total number of traffic stops: 139
Total number of accident reports taken: 2
Total number of citations issued: 24
Total number of DUI arrests: 1

Property Crimes:

Criminal damage: 4
Theft: 8
Vehicle theft: 1

Crimes Against Persons:

Aggravated assault: 1
Assault: 5 (simple assaults, domestic violence)
Beat one officers are more visible, making more field interview stops, and being proactive.

Monthly Activities:

- **Community Involvement and Education**
  Officers Palmer and Ballard participated in the National Child Safety week September 13-19th. Car seats and car installations were provided.
  Officer Palmer has been working with Public Works on code enforcement issues. No citations have been issued. All residents have complied with warnings.
  Crosswalks are being monitored by officers in the morning and afternoons. There have been no significant code enforcement issues during the month of September.
  Officer Palmer is also in charge of the department's Intoxilyzer 8000 and completes the monthly quality assurance. No issues to report.

- **Special Events**
  No special events took place in Beat #1 during the month of September, 2015.

- **Upcoming Special Events**
  The Town of Florence will host the Grand Opening of the Community Pool and Library on October 3rd.
  The Arizona Run for the Fallen will take place on October 17th. This event supports those who lost their lives in combat. It starts in Tucson and each person runs a mile, with the run ending in Phoenix.
  The Town of Coolidge will be hosting its Annual Getting Arizonans Involved in Neighborhoods (GAIN) Event on October 22nd. The event is held in Coolidge, and is attended by several police and fire agencies. It is designed to get community involvement for a crime free neighborhood.

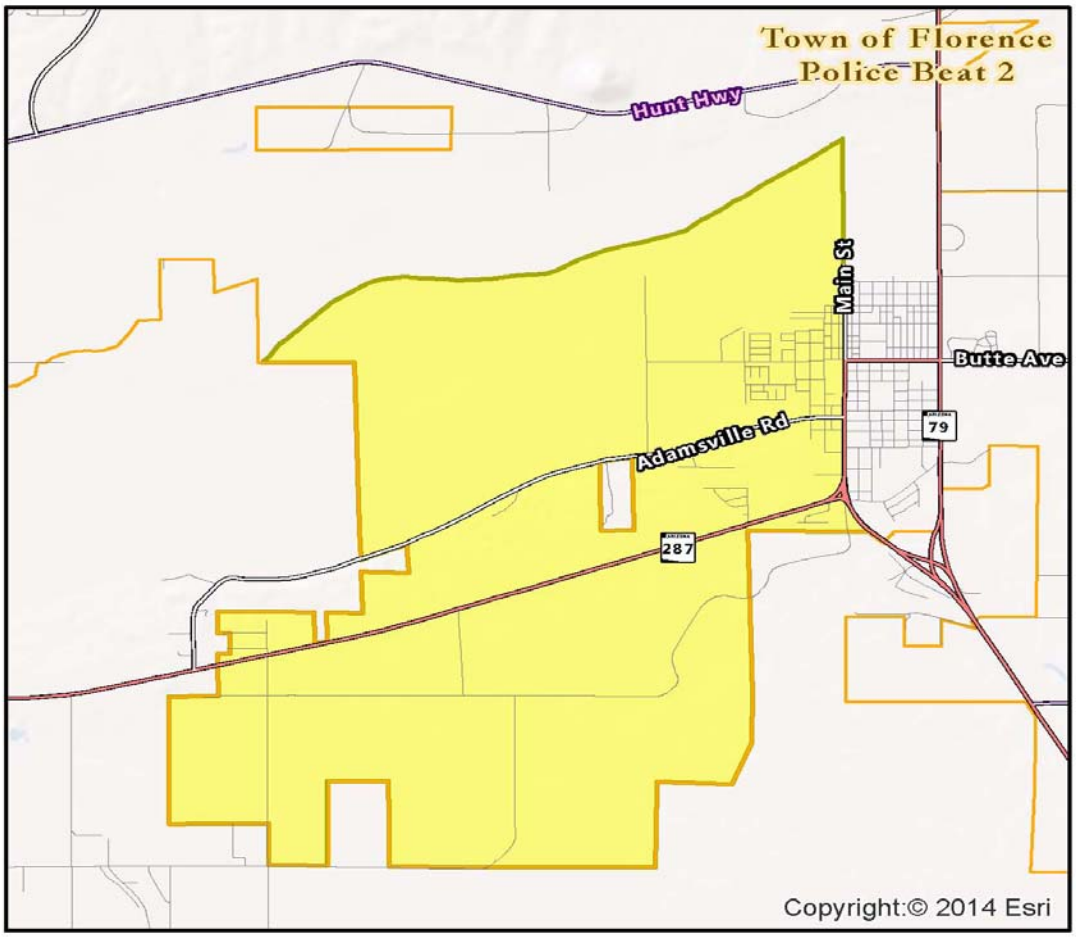
- **Significant Calls for Service**
  There were no major calls for service during the month of September. The total calls for service was down from 587 in August, to 459 in September.

  Beat 1 officers conducted a total of 175 directed patrols on businesses and properties.

  The Juvenile Detention Log was completed as required by state law. The Florence Police Department took custody of one juvenile during the month of September. She was released to her parents.

- **Training**
  Florence Police Department Patrol Officer's reviewed departmental policies during shift briefings.

Beat 2



Beat Statistics:

Beat 2 Supervisor – Sgt. David Peterson
There are 5 officers assigned to Beat 2
Total number of calls for service (including traffic): 200
Total number of traffic stops: 114
Total number of accident reports taken: 0
Total number of citations issued: 14
Total number of DUI arrests: 0

Property Crimes:

Burglary: 1
Criminal Damage: 1
Shoplifting: 1
Theft: 1
Other: 5

Crimes Against Persons:

Aggravated assault: 1
Assault: 1

Monthly Activities:

- **Community Involvement and Education+**
  Officers have been conducting directed patrols of the schools, school grounds and parking lots. Officers have been monitoring traffic in the areas surrounding the school. Officers have also been monitoring the school crosswalk areas. The local schools were closed for fall break for the last two weeks of the month. Officers have conducted business checks along Main Street and at the Holiday Inn.

- **Special Events**
  The United Food Bank monthly meeting was held on the last Friday of the month.

- **Upcoming Special Events**
  Territory Square Library Grand Opening on October 3rd
  Florence High School Home Coming Football game on October 9th
  Florence High School Home Coming Dance on October 10th
  Florence High School Haunted House on October 16th
  Concert in the Park will be held at Padilla Square Park October 29th

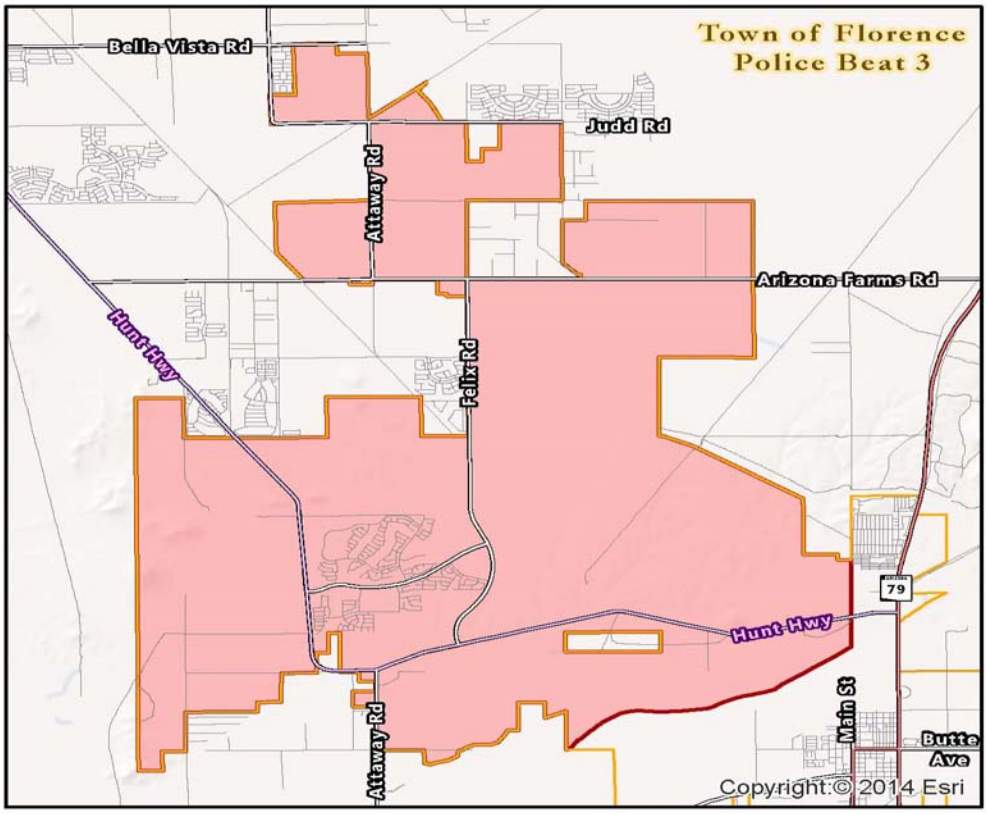
- **Significant Calls for Service**
  Assault on N. Main Street / Heritage Park –two males engaged in a verbal dispute. The dispute was the result of some questionable foul calls during the game. During the argument one of the males punched the other in his mouth causing swelling and slight bleeding. The victim left the area and then contacted police at the McDonald's restaurant. The victim refused medical aid. A search for the suspect yielded negative results.

  Aggravated Assault on W. Butte Avenue – A male and female were home in their apartment when her brother knocked on their door just after midnight. The brother and the male then began pushing each other and the brother picked up a fork and stabbed the male in the left cheek and in the head behind his left ear. Medical was called and treated the victim on scene. The suspect was apprehended / arrested on N. Willow Street.

  Officers conducted 212 Directed Patrols during the month. These patrols are conducted to detect and/or deter criminal activity. Directed Patrols were conducted regularly at Heritage Park/Territory Square Park, The Silver King/Padilla Square Park, McFarland State Park, Desert Palms apartments, Florence High School and The Holiday Inn.

- **Training**
  During the month of September officers received in-house training which included review of department policies and procedures, legal updates, and daily briefings.

Beat 3



Beat Statistics

Beat 3 Supervisor – Sgt. Sam Pankey
There are 6 officers assigned to Beat 3
Total number of calls for service (including traffic): 318
Total number of traffic stops: 233
Total number of accident reports taken:
Total number of citations issued: 42
Total number of DUI arrests: 1

Persons Crimes:

Assault: 1

Property Crimes

Burglary: 1
Criminal Damage: 2
Theft: 1

Monthly Activities:

- **Community Involvement and Education**
  Officers assigned to this beat consistently work with the residents to reduce crime in their neighborhoods. Officers patrol streets to aide in crime suppression by staying visible. Officers continue to work within the school zones to keep our children safe.

- **Special Events**
  None

- **Significant Calls for Service**
  None

K-9 Unit

Two officers are assigned to the K-9 Unit. A total of 71 vehicle stops were performed during the month which resulted in (5) K-9 utilizations, (5) vehicle hand searches, and a total of 7.5 grams of narcotic seizures (1.6 grams marijuana, 2 heroin needles, 1 prescription drug, 6 paraphernalia).

K-9 Ballard and K-9 Guilin attended weekly K-9 detection along with the Pinal County Sheriff's Office K-9 Unit. During the four hour block of detection, K-9 Ballard and K-9 Guilin's service dog detected marijuana, cocaine, methamphetamine and heroin without incident. During the month of September, K-9 Ballard was responsible for (10) calls of service as K-9 Guilin was responsible for (17) calls of service within the Town Of Florence.

Significant K-9 Incidents:

K-9 Ballard conducted a traffic stop that revealed 1.6 grams of marijuana, 2 heroin needles and various drug paraphernalia.

K-9 Ballard conducted another traffic stop where the subject was identified as a non-United States citizen. The person was turned over to Immigration and Customs Enforcement for removal.

Officer Guilin completed an investigation that lead to the arrest of a suspected person who was involved with armed robbery, burglary and theft. This subject was processed and booked into Pinal County Sheriff's Office Adult Detention Center and is currently incarcerated pending court proceedings.

Officer Guilin conducted a traffic stop and positivity identified a subject who was wanted on an outstanding felony warrant issued out of Pinal County Arizona. This subject has been involved in various calls of service within Florence, Az.

Florence Police Department K9 Division is scheduled to conduct K9 Sniffs at Florence High School during the month of October. Florence Anthem K8 declined participation.

Volunteers

The volunteers have put in a total of 265.50 hours for the month of September. This included transporting vehicles, court security, report taking, fingerprints and funeral escorts.

Funding Updates/AZ Governor's Office of Highway Safety

DUI (Driving Under the Influence) Task Force monthly sustained activity reported to the Governor's Office of Highway Safety:

- Civil: 84
- Criminal: 24
- DUI: 2
- DUI Drugs: 1

The Florence Police Department worked Labor Day weekend 09/04-05/15 participating in a State wide effort for DUI Enforcement. The officers that participated were Officer Helsdingen, Mount and Linderoth. The details were inside Florence Jurisdiction and at Gary Rd. and Hunt Hwy.

- Number of details worked: 2
- Number of officers worked: 3
- Number of hours worked: 38
- Number of vehicles stopped: 54

The total traffic stops performed resulted in 4 civil citations, 1 Criminal, and 1 DUI Drugs.

Training

The Florence Police Department attended Legal Updates/ Bias Policing/ Use of Force with Edwards and Ginn on 9/25.

Officer Phillips attended a search warrant class at the Chandler Police Department on 9/16.

Officer Salazar and Officer Riccomini attended a Commercial Vehicle Enforcement update training in Phoenix sponsored by the Department of Public Safety on 9/17.

Officer Locke attended a Horizontal Gaze Nystagmus (HGN) class sponsored by the Tucson Police Department during the week of 9/17-19/15.

Sergeant Klix attended an Internal Affairs Investigation (IA) class at the Peoria Police Department during the week of 9/13-15/15.

Sergeant Klix attended the Spillman User Conference in Salt Lake City, Utah during the week of 9/27-10/02/15. (Spillman is the records management system FLPD uses for dispatching and incident management)

Officer Voight attended Courtroom Training for Testifying for Driving Under the Influence (DUI) on 9/21 and 9/28 sponsored by the Tucson Police Department.

Officer Guilin started a two week training session for SWAT sponsored by the Peoria Police Department that started on 9/29.

Directed Patrols

The Police Department conducted 724 Directed Patrols during September. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on places with the highest risks of serious crime to increase crime prevention. Statistics have proven that an increased proactive patrol in high crime areas has decreased crimes.

Public Works Monthly Report
September 2015

Administration

- Prepared procurement of programming and data acquisition documents for Ripple Industries to perform work at disinfection/effluent piping project at South Wastewater Treatment Plant.
- Coordinated Arizona Public Service (APS) power supply to new traffic signal at Fire Station No. 2.
- Completed discussions with Arizona Department of Environmental Quality over use of polishing ponds to be used as an emergency storage pond. Recharge will also be considered by ADEQ for the effluent, pending application.
- Provided PM-10 Certified Street Sweepers inventory to Maricopa Area Government (MAG).
- Updated Capital Improvement Plans (CIP) for input into current and future year CIP Plans.
- Assisted Territory Square Project with punch list acquisition from SCIDD (San Carlos Irrigation Drainage District).
- Responded to McCain Construction on non-payment to subcontractor resulting in joint checks being issued.
- Provided list of Projects for the 5-year Transportation Excise Tax Audit.
- Resolved Bureau of Indian Affairs inquiry as to payment on Diversion Dam/SR79 Project. Invoice paid in March, 2015.
- Prepared Groundwater Savings Agreement from Pinal County Water Augmentation Authority for Council Action.
- Updated Capital Improvement Plans (CIP) for input into current and future year CIP plans.
- Installation of traffic control devices at Merrill Ranch Parkway at Sun City Boulevard and Constitution Avenue intersections completed.
- Diversion Dam and SR 79 Project back on track with direct communication with ADOT and San Carlos Irrigation District. Finalized ADOT Permit and SCID Design, received permits. Southwest Gas relocated gas line in ADOT right-of-way.
- Pinal County Water Augmentation Authority approved the Groundwater Savings Facility (GSF) Agreement.
- Coordinating programming and Supervisory Control and Data Acquisition (SCADA) for all water and wastewater projects as this aspect was left out of all contacts being performed. Initiated work authorization at North Water Tank lightning strike repair and South Wastewater Treatment Plant Filtration Project.
- Compiling Western Infrastructure Financing Authority (WIFA) disbursement as last disbursement was made in March for the period through January. Over $100,000 available for reimbursement and corrected billing error as well as narrative description.

- Attended MAG meetings on streets, standards and specification committees.
- Attended PCWAA meeting.
- Prepared Change Order for North Florence Water Reservoir Contract for rectification of 70-year old tank coating for water demand/fire flow with minimal water tank installed by preceding Project Manager.
- Provided input into Bonnybrooke Solar Impact Study concerning engineering input of access concerns.

Engineering

- Acquired easement from Southwest Value Partnership for a traffic signal easement.
- Reviewing request with Planning on use of Verizon Cell Towers within rights-of-way at Anthem and eventually within Town Limits.
- Defining scope for East 1st Street Reconstruction, predecessor activities include water line and water service installations.
- Reviewed Engineer Certificate of Approval for five (5) Units within Anthem's CFDs Nos 1 & 2.
- Assistance being provided in APS and Johnson Ranch Estates Line Extension with Florence Flood Control District.
- Well No. 2 in project closure after flow test completed.
- Reviewed sight distance at intersection of Merrill Ranch Parkway and driveway access to Poston Butte, found to be in compliance with engineering standards.
- Well No. 4 to Well No. 5 Project closeout completed with completion of punch list and closeout documents.
- Interfaced with Kim and Eugene/Sandwich and Donut Shop on Butte, provided temporary fill on ADOT right-of-way and evaluating cost effectiveness of alternative drainage systems and handicapped ramps in area.
- Completed ADEQ clean closure of lagoons at South Wastewater Plant.
- Westernmost Con-Arch Bridge over Merrill Ranch Parkway had noted deficiencies to be analyzed, proposal being prepared for evaluation.
- Low water pressure in Florence Gardens area attributed to lack of attention to Design Report for North Tank Project. Long-term resolution in process consisting of upgrading booster pumps, adding looped water distribution line, and resurrecting existing water line capacity. Proposals solicited for this effort resulting in design approval for Council Action.
- Street lighting deficiencies noted in Anthem, Pulte to revamp lighting after resolution of locations, locations being identified.
- Engineering analysis started of vehicle canopy at Public Works yard due to deterioration of structure, proposals received.
- Currier Construction continued work on the punch list to the effluent pump station.
- Garney Construction continued work on the new Well #1 storage tank and also the new booster pump station. Conditions of the existing water tank

resulted in an engineering change of the system while still having use of the tank for approximately 10 years. Negotiations were completed with minimal cost increase of $5,500 to properly vent and allow the tank to be utilized, Council Action request prepared.

- Reviewed draft plan of South Wastewater Treatment Plant expansion and costs were extremely exorbitant requiring purchase of additional land. Provided direction to Engineer to formulate alternate Master Plan as an option at no additional cost, evaluation proceeding on Membrane Bioreactor process.
- Negotiated engineering proposal for Booster Pump replacements at Well No. 5 to include tie-in of Transmission Main line from Well No. 4 to water reservoir as well as Adamsville Road water line extension. Prepared Council Action information. Deleted Contract Administration from Scope, saving $30,000.
- Determined that engineering for water line project from Caliente to California Avenue and then to North Florence Water Reservoir lacked proper easements and engineering review. Advised Engineer accordingly, alternate route being evaluated for access issues.
- Traffic analysis being performed at Arizona Farms Road and Aladdin to address left turn movements; culvert repaired.
- Completed structural inspection of Spirit Way North Concrete Arches over the Walker Butte Wash. Structural deficiency in design, special inspection and construction found. Deficiency list sent to Pulte for resolution, (pending). Independent structured analysis completed after site inspection and Pulte's Engineer of Record to respond, issues were design related, being reviewed.

Streets

- Removed tree on 8th Street between Quartz and Granite due to storm damage.
- Completed rehab maintenance on crosswalks from 12th Street to Ruggles on Main Street.
- Public Works started picking up trees that were blown down in the storms that residents had stacked in the right-of-ways. Public Works picked up approximately 19 truckloads (14 CY each) of these trees in the downtown and Anthem areas. Thee loads have been dumped at the south end of the cemetery where they are being "chipped" with the wood chipper in order to reduce landfill costs.
- Pressure washed Main Street intersections and crosswalks between 12th Street and Main Street.
- Requisitioned, ordered and picked up materials and equipment for the maintenance on the Main Street intersections and crosswalks between 12th Street and Ruggles Street.
- Performed maintenance operations on the Main Street intersections.
- Removed and replaced an 8'x8' section of sidewalk on American Way near Anthem Way that was disturbed by tree roots.

- Per Public Works request, Franklin Striping restriped the pavement markings on Merrill Ranch Parkway at Felix Road. They also installed raised pavement markers (RPM's) and delineators on the Main Street Extension.
- Clean-up of debris from various storms were completed and drainage ways cleaned throughout Town.
- Assisted Facility Maintenance by providing personnel to complete work orders.
- Continued construction of the Hunt Highway/Fire Station No. 2 Signalization Project with conduit installation.
- Two (2) storm events attended to.
- The patch truck crew worked on street maintenance and water and sewer repair patches.
- Crews worked on cleanup, mowing, spraying weeds, storm drain cleaning and trimming trees in the right of ways.
- Provided storm drain location markings for Blue Stake requests.
- Assisted Cemetery Division with cemetery inquiries and burials.
- Watered and bladed Christensen Road, Hiscox Lane, Canal Road and Cemetery Roads. Improvement to Christensen Road in process.
- Performed scheduled street sweeping.

Fleet Maintenance

- Performed preventative maintenance on 26 Town vehicles and made various repairs on 16 Town vehicles.

Facility Maintenance

- Fire protection service contractor completed inspection and resolved electrical issue at Police Evidence Storage Facility.
- Completed semi-annual service to overhead doors at Fire Station Nos. 1 & 2.
- Roof repair at Town Hall being procured with insurance adjuster of Contractor. Working with IT to resolve an incident where the vendor that provides wireless service damaged Town Hall roof with their boom truck. IT filled out the Incident Report. Insurance document not acceptable to Town, insurer to be back charged.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Thirty three (33) tons of brush was hauled to the Transfer Station.
- Investigated lack of recycling efforts by RAD to Administration for contract conformance issues.

Cemetery

- Started replat of Phase II of cemetery plots consisting of approximately 2500 plots.
- Twelve (12) inquiries on cemetery plots were discussed.
- There were three (3) burials.
- Assisted Town Attorney in a reinternment issue at the Cemetery.

Utilities

- Warranty issues at Well No. 3 being reviewed and completed on the chlorination system and Pump No. 2. It was also found that only three (3) pumps were installed instead of four (4) per the CIP.
- Lightning strike at Well No. 5 and North Water Tank in Florence Gardens Well No. 5 had replacement pump install and North Water Tank being re-engineered. Both areas to have lightning rods and ground grid protection installed.
- Fire hydrant training completed in regards to maintenance.
- Installed pH probes at all sequencing batch reactor tanks at South Wastewater Plant.
- Installed sampling tap for new storage tank at Well No. 1.
- Repaired float system at the South Wastewater Plant Influent Pump Station.
- Installed lighting at Well 3 below the control canopy.
- Replaced bulbs and sleeves on the Ultraviolet Disinfection System at the South Wastewater Plant.
- Digester decanter repair work completed at South Wastewater Treatment Plant.
- Continued to review Dobson Farms Reuse of effluent discharges and permitting activities.
- Analyzed spiral screw concerns at South Wastewater Plant; rehabilitation needed, repair evaluation in-process.
- Warranty issues prevalent at Well No. 3 due to inattentiveness to work completed and malfunctioning of chlorination system/operating system controls, letter sent to Sunwestern on warranty issues.