

TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall
Councilmember Kristen Larsen



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, October 16, 2017

6:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday October 16, 2017, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

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

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. PUBLIC HEARINGS AND PRESENTATION

- a. Public hearing on a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #647, located at 520 N. Pinal Parkway, Florence, Arizona, and for Council recommendation for approval or disapproval of said license. (Maria Hernandez)
- b. Public hearing on a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #650, located at 649 N. Pinal Parkway, Florence, Arizona, and for Council recommendation for approval or disapproval of said license. (Maria Hernandez)
- c. Update on the Cuen Building (Stephen Smallidge)

7. 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. Proclamation declaring October 2017 as Domestic Violence Awareness Month. (Mayor Walter)
- b. Proclamation declaring October 15 – 21, 2017 as Cities and Towns Week 2017. (Jess Knudson)
- c. Approval of the Initial Term Extension of the Lease Addendum between the Town of Florence, and Weagant Law Offices, at the Brunenkant Building until October 31, 2018. (Jennifer Evans)
- d. Ratification of the election of Cody Linderoth as an Employee Representative on the Town of Florence Public Safety Personnel Retirement System Police Local Board for a period of four years. (Scott Barber)
- e. Authorization to enter into a contract with Pro-Tec Environmental Inc., to provide sewer line cleaning, in an amount not to exceed \$95,450. (Chis Salas)
- f. Approval of the September 5 and September 18, 2017 Town Council Regular Meeting minutes.
- g. Receive and file the following board and commission minutes:
 - i. May 11, 2017 Arts and Culture Commission meeting minutes.

8. NEW BUSINESS

- a. Resolution No. 1646-17: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 24; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Chris Salas)
- b. Resolution No. 1647-17: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 32; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Chris Salas)
- c. Discussion/Approval/Disapproval of the First Amendment to the Development Agreement between the Town of Florence, and Florence Artisan Acres, LLC. (Jennifer Evans)
- d. Discussion/Approval/Disapproval that the execution, filing, delivery, and the full prosecution/litigation to enforce the terms of the Special Warranty Deed with Reverter between the Town of Florence and Stephen Smallidge dated May 11, 2015 (recorded Fee No. 2015-031032)(Assessor Parcel 200-49-0730), specifically the Reversion Provisions for the Real Property to automatically revest and revert in fee title to the Town of Florence on November 12, 2017, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized. (Chris Salas)

9. MANAGER'S REPORT

10. CALL TO THE PUBLIC

11. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

12. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- b. The real property and improvements on Assessor Parcel No. 200-49-0730, (commonly referred to as the "Cuen Building"), including the Special Warranty Deed with Reverter agreement between the Town and Stephen Smallidge.
- c. Land use and public utility easement issues involving recreational vehicle parks and/or subdivisions and manufactured home parks and/or subdivisions.


13. ADJOURN FROM EXECUTIVE SESSION

14. ADJOURNMENT

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

POSTED ON OCTOBER 12, 2017, BY MARIA HERNANDEZ, DEPUTY TOWN CLERK, AT 775 NORTH MAIN 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.*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6a.
MEETING DATE: October 16, 2017 DEPARTMENT: Administration STAFF PRESENTER: Maria Hernandez, Deputy Town Clerk SUBJECT: Public Hearing and action on Robert Coleman Sprouse, Giant Store #647 Change in Acquisition of Control Liquor License Application.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public hearing on a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #647, located at 520 N. Pinal Parkway, Florence, Arizona, and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Robert Coleman Sprouse, Giant Store #647, filed a Change in Acquisition of Control Liquor License Application with the Arizona Department of Liquor License and Control, on September 8, 2017. They have a Series 10 Beer and Wine Store License.

Series 10 – Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet Sales & Residential Shipping.

The Town Clerk's Office posted the Notice of Public Hearing on September 26, 2017, at said location in accordance with statutory requirements. Management has been notified of the October 16, 2017 public hearing.

No written communication has been received by the Town regarding this application.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Application



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

17 SEP 5 11:17 AM DLIC USE ONLY

Date Processed:	9/10/17
CSR:	W
60 th Day:	11/9/17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
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SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: Sprouse Robert Coleman 10113256
 (EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #

2. Owner Name: _____ Corp File #: _____
 (Exactly as it appears on Liquor License) (if applicable)

3. Business Name: _____ Email: _____
 (Exactly as it appears on Liquor License)

4. Business Location Address: _____
 (Do not use P.O. Box Number) City COUNTY Zip

5. Is the Business located within the incorporated limits of the above City or Town? Yes No

6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: _____

7. Mailing Address: _____
 City State Zip

8. Business Phone: _____ Daytime Contact Phone 602-286-1922

9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.

10. Has there been any change of Controlling Persons? Yes No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

DLIC USE ONLY
Date Processed: 9/18/17
CSR: W
60th Day: 11/7/17

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

Agent Change Complete Sections 1,2,3,4,5 & 7
Acquisition of Control Complete Sections 1,2, 3 & 7
Restructure Complete Sections 1,2,3,6 & 7

SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: Sprouse Robert Coleman 10113256
2. Owner Name: Western Refining Retail LLC Corp File #: R1954747-6
3. Business Name: Giant Store #650 Email: NONE
4. Business Location Address: 649 N. Pinal Pkwy, Florence, Pinal County, AZ 85132
5. Is the Business located within the incorporated limits of the above City or Town? Yes No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No
7. Mailing Address: 1250 W. Washington Street, #101, Tempe, AZ 85281
8. Business Phone: 520-868-8915 Daytime Contact Phone 520-868-8915
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No
10. Has there been any change of Controlling Persons? Yes No

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

Table with columns: New, Last, First, Middle, Title, Address, City, State, Zip. Rows include Duffy, Carina, Eckard; Meltzer, Brooks, Alan; Wilkerson, Alan, Ray; Whittington, Derek, Lawson.

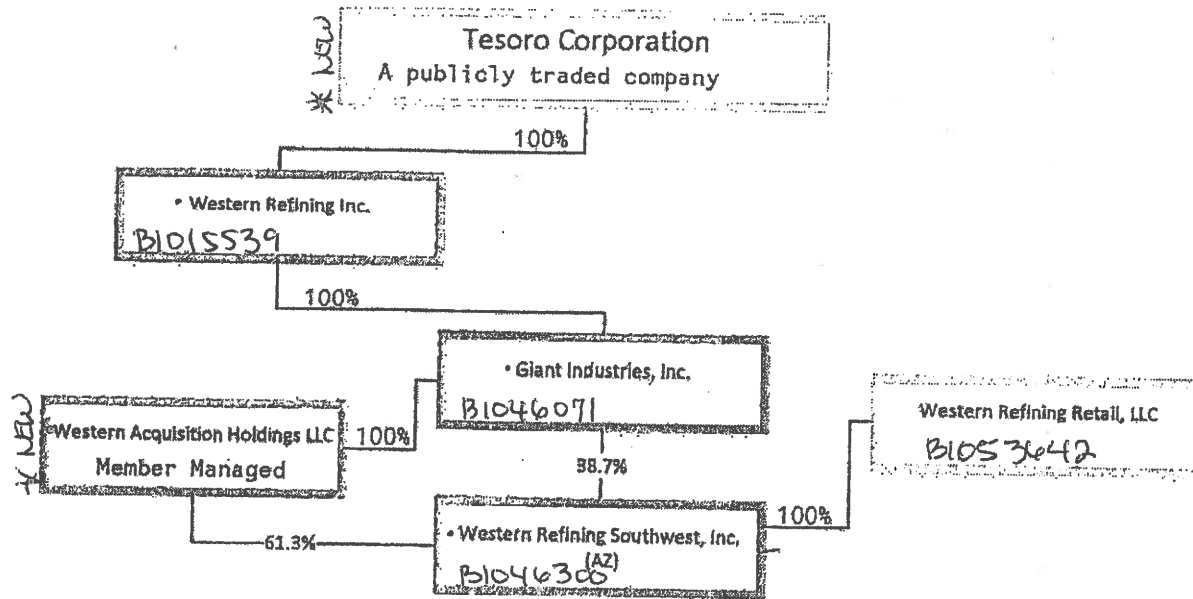
(ATTACH ADDITIONAL SHEET(S) IF NECESSARY) SEE ATTACHED

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

Table with columns: New, Last, First, Middle, % Owned, Address, City, State, Zip. Row includes Western Refining Southwest, Inc. with 100% ownership.

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY) SEE ATTACHED

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.



The officers of all entities outlined in purple include the following individuals:

- Carina E. Duffy - Vice President
- Matthew L. Yoder - Senior Vice President
- Alan Wilkerson - Vice President
- Robert Sprouse - Vice President
- Derek L. Whittington - Asst. Treasurer
- John R. Sherburne - Asst. Secretary

17 SEP 8 1:41 PM '24

WESTERN REFINING RETAIL, LLC
CERTIFICATE OF SECRETARY

I, Brooks A. Meltzer, do hereby certify that I am the duly elected and acting Secretary of

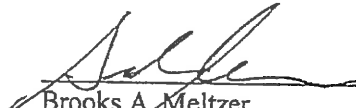
Western Refining Retail, LLC a Delaware limited liability company (the "Company"), and I

hereby certify to the following matter:

- That the following persons are elected officers to serve in those offices set forth opposite their respective names, in accordance with the Governing Document of the Company and until their successor shall have been duly elected and qualified or until their earlier resignation or removal:

NAME	TITLE
Carina E. Duffy NEW	President
Derek L. Whittington NEW	Treasurer
Alan Wilkerson NEW	Vice President
Robert C. Sprouse	Vice President
Matthew L. Yoder NEW	Senior Vice President
Brooks A. Meltzer NEW	Secretary
John R. Sherburne NEW	Assistant Secretary

IN WITNESS WHEREOF, I hereunto set my hand this 2 of June, 2017.



 Brooks A. Meltzer
 Secretary of Western Refining Retail, LLC



17 AUG 31 11:47 AM Dept PM 2 18

SIEGEL & MOSES PC

ATTORNEYS AT LAW

8700 WEST BRYN MAWR AVENUE • SUITE 720N
CHICAGO, ILLINOIS 60631

TELEPHONE (312) 658-2000

WWW.SMLAW.ORG

JENNIFER G. GALLERY
JENNIFER@SMLAW.ORG

August 29, 2017

Ms. Debbie Wunderly
Arizona Department of Liquor Licenses & Control
800 W. Washington St 5th Floor
Phoenix, AZ 85007

Re: **Acquisition of Control Applications for
Robert Sprouse / Western Refining Retail LLC
DBA Giant Stores - 85 Arizona Locations**

Dear Ms. Wunderly:

In furtherance of our email communications in the beginning of June, please recall that I represent Western Refining Retail, LLC with regard to its regulatory licensing. We discussed the change of officers and control that took place with the licensed entity in connection with a company merger. Per your instruction, I have enclosed 85 Applications for Acquisition of Control for each licensed location in Arizona and supporting materials for same.

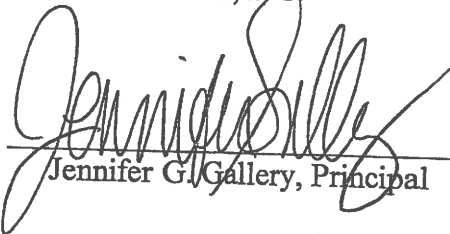
Please note there are six (6) new officers and their Questionnaires and fingerprint cards are enclosed. Please note that Mr. Sprouse is the existing Agent and he is also an officer, and he is not being removed. In addition to the officer change, the ultimate ownership of the licensed entity is now Tesoro Corporation, a publicly traded company. For your convenience, a current organizational chart is also enclosed.

Please process the enclosed and contact me if you require anything further for these filings. Thank you for your assistance with this matter.

Very truly yours,

SIEGEL & MOSES, P.C.

By: _____


Jennifer G. Gallery, Principal

JGG/eka
Enclosures

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? [] Yes [] No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? [] Yes [] No

If yes, Name of current Manager: Last First Middle

Basic Training [] Yes [] No

Management Training [] Yes [] No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: (Exactly as it appears on license) Last First Middle

I, (Print full name) hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X (Controlling Person/Existing Agent)

State of County of The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day of Month Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [] YES [] NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] MANAGEMENT CO.
[] TRIBE
[] TRUST
[] OTHER (Explain)

- [] J.T.W.R.O.S.
[] INDIVIDUAL
[] PARTNERSHIP
[] CORPORATION
[] LIMITED LIABILITY CO.
[] MANAGEMENT CO.
[] TRIBE
[] TRUST
[] OTHER (Explain)

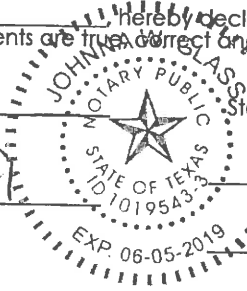
SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) Carina Eckard Duffy hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X Carina Eckard Duffy (Controlling Person/Existing Agent)




State of Texas County of Bexar The foregoing instrument was acknowledged before me this

My commission expires on: 06.05.19

5th of July 2017 Day Month Year

John W. Glass Signature of NOTARY PUBLIC

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 6b.
MEETING DATE: October 16, 2017 DEPARTMENT: Administration STAFF PRESENTER: Maria Hernandez, Deputy Town Clerk SUBJECT: Public Hearing and action on Robert Coleman Sprouse, Giant Store #650, Change in Acquisition of Control Liquor License Application.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public hearing on a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #650, located at 649 N. Pinal Parkway, Florence, Arizona, and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Robert Coleman Sprouse, Giant Store #650, filed a Change in Acquisition of Control Liquor License Application with the Arizona Department of Liquor License and Control, on September 8, 2017. They have a Series 10 Beer and Wine Store License.

Series 10 – Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet Sales & Residential Shipping.

The Town Clerk's Office posted the Notice of Public Hearing on September 26, 2017, at said location in accordance with statutory requirements. Management has been notified of the October 16, 2017 public hearing.

No written communication has been received by the Town regarding this application.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Application



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

DLIC USE ONLY

Date Processed:	9/8/17
CSR:	
60 th Day:	11/7/17

17 SEP 5 11:49 AM DLIC

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
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SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name: Robert Coleman Spouse 10113255
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
- Owner Name: _____ Corp File #: _____
(Exactly as it appears on Liquor License) (if applicable)
- Business Name: _____ Email: _____
(Exactly as it appears on Liquor License)
- Business Location Address: _____
(Do not use P.O. Box Number) City COUNTY Zip
- Is the Business located within the incorporated limits of the above City or Town? Yes No
- Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
- Mailing Address: _____
City State Zip
- Business Phone: _____ Daytime Contact Phone 602-286-1922
- Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.
- Has there been any change of Controlling Persons? Yes No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

17 AUG 31 Lique. Dept PM 3 22

DLIC USE ONLY

Date Processed:	9/8/17
CSR:	W
60 th Day:	11/7/17

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input checked="" type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
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SECTION 2

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

- Name: Sprouse Robert Coleman 10113255
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
- Owner Name: Western Refining Retail LLC Corp File #: R1954747-6
(Exactly as it appears on Liquor License) (If applicable)
- Business Name: Giant Store #647 Email: NONE
(Exactly as it appears on Liquor License)
- Business Location Address: 520 N. Pinal Pkwy, Florence, Pinal County, AZ 85132
(Do not use P.O. Box Number) City COUNTY Zip
- Is the Business located within the incorporated limits of the above City or Town? Yes No
- Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: N/A
- Mailing Address: 1250 W. Washington Street, #101, Tempe, AZ 85281
City State Zip
- Business Phone: 520-868-9500 Daytime Contact Phone 520-868-9500
City State Zip
- Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.
- Has there been any change of Controlling Persons? Yes No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input checked="" type="checkbox"/>	Duffy, Carina, Eckard			Dir/Pres	212 Fleetwood Drive, San Antonio, TX 78232			
<input checked="" type="checkbox"/>	Meltzer, Brooks, Alan			Dir/Secy	13 Camden Oaks, San Antonio, TX 78248			
<input checked="" type="checkbox"/>	Wilkerson, Alan, Ray			Dir/VP	14 Stone Hill Court, San Antonio, TX 78258			
<input checked="" type="checkbox"/>	Whittington, Derek, Lawson			Treasurer	2034 Oak Dew, San Antonio, TX 78232			

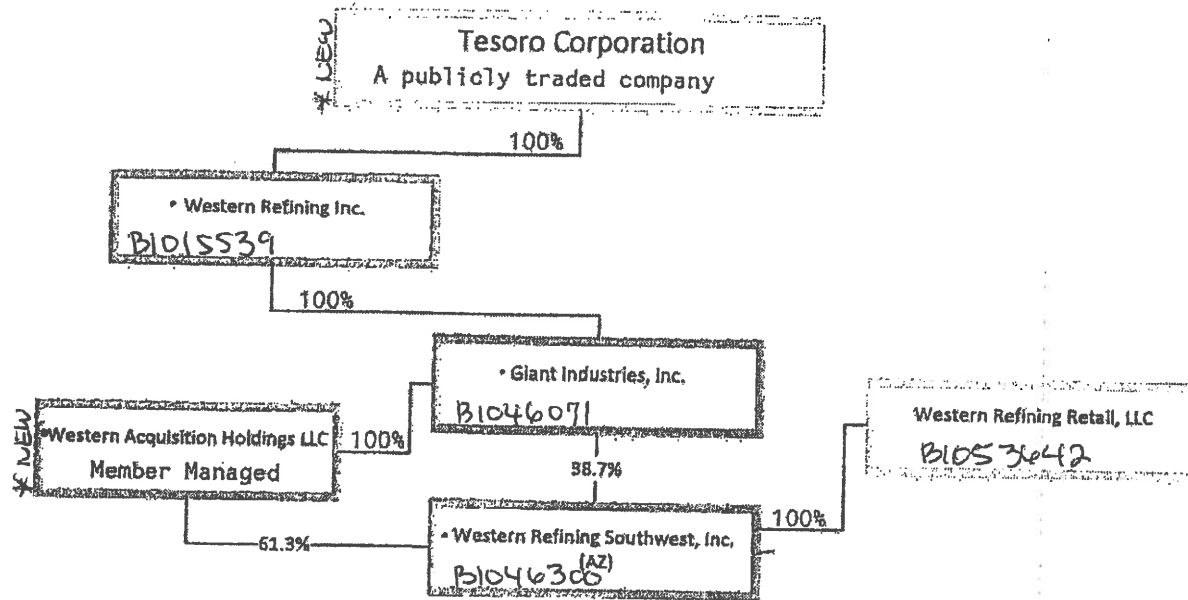
(ATTACH ADDITIONAL SHEET(S) IF NECESSARY) **SEE ATTACHED**

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>	Western Refining Southwest, Inc.			100%	1250 W. Washington Street, #101, Tempe, AZ 85281			
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY) **SEE ATTACHED**

If the ownership is owned by another entity, **ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES.** Attach additional sheets as necessary in order to disclose all persons.



The officers of all entities outlined in purple include the following individuals:

- Carina E. Duffy - Vice President
- Matthew L. Yoder - Senior Vice President
- Alan Wilkerson - Vice President
- Robert Sprouse - Vice President
- Derek L. Whittington - Asst. Treasurer
- John R. Sherburne - Asst. Secretary

17 SEP 8 11:41 AM '24

WESTERN REFINING RETAIL, LLC

CERTIFICATE OF SECRETARY

I, Brooks A. Meltzer, do hereby certify that I am the duly elected and acting Secretary of


Western Refining Retail, LLC a Delaware limited liability company (the "Company"), and I

hereby certify to the following matter:

- That the following persons are elected officers to serve in those offices set forth opposite their respective names, in accordance with the Governing Document of the Company and until their successor shall have been duly elected and qualified or until their earlier resignation or removal:

NAME	TITLE
Carina E. Duffy NEW	President
Derek L. Whittington NEW	Treasurer
Alan Wilkerson NEW	Vice President
Robert C. Sprouse	Vice President
Matthew L. Yoder NEW	Senior Vice President
Brooks A. Meltzer NEW	Secretary
John R. Sherburne NEW	Assistant Secretary

IN WITNESS WHEREOF, I hereunto set my hand this 2 of June, 2017.



 Brooks A. Meltzer
 Secretary of Western Refining Retail, LLC



'17 AUG 31 11:47 AM

SIEGEL & MOSES PC

ATTORNEYS AT LAW

8700 WEST BRYN MAWR AVENUE • SUITE 720N

CHICAGO, ILLINOIS 60631

TELEPHONE (312) 658-2000

WWW.SMLAW.ORG

JENNIFER G. GALLERY
JENNIFER@SMLAW.ORG

August 29, 2017

Ms. Debbie Wunderly
Arizona Department of Liquor Licenses & Control
800 W. Washington St 5th Floor
Phoenix, AZ 85007

Re: **Acquisition of Control Applications for
Robert Sprouse / Western Refining Retail LLC
DBA Giant Stores - 85 Arizona Locations**

Dear Ms. Wunderly:

In furtherance of our email communications in the beginning of June, please recall that I represent Western Refining Retail, LLC with regard to its regulatory licensing. We discussed the change of officers and control that took place with the licensed entity in connection with a company merger. Per your instruction, I have enclosed 85 Applications for Acquisition of Control for each licensed location in Arizona and supporting materials for same.

Please note there are six (6) new officers and their Questionnaires and fingerprint cards are enclosed. Please note that Mr. Sprouse is the existing Agent and he is also an officer, and he is not being removed. In addition to the officer change, the ultimate ownership of the licensed entity is now Tesoro Corporation, a publicly traded company. For your convenience, a current organizational chart is also enclosed.

Please process the enclosed and contact me if you require anything further for these filings. Thank you for your assistance with this matter.

Very truly yours,

SIEGEL & MOSES, P.C.

By: 
Jennifer G. Gallery, Principal

JGG/eka
Enclosures

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? Yes No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? Yes No
If yes, Name of current Manager: Last First Middle

Basic Training Yes No

Management Training Yes No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filling the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License #

2. Current Agent Name: Last First Middle
(Exactly as it appears on license)

I, (Print full name), hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X (Controlling Person/Existing Agent)

State of County of
The foregoing instrument was acknowledged before me this

My commission expires on:

Day of Month Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? YES NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- J.T.W.R.O.S.
INDIVIDUAL
PARTNERSHIP
CORPORATION
LIMITED LIABILITY CO.
MANAGEMENT CO.
TRIBE
TRUST
OTHER (Explain)

- J.T.W.R.O.S.
INDIVIDUAL
PARTNERSHIP
CORPORATION
LIMITED LIABILITY CO.
MANAGEMENT CO.
TRIBE
TRUST
OTHER (Explain)

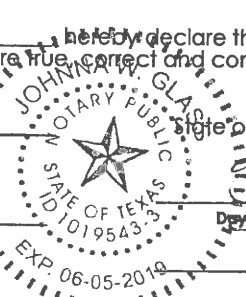
SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) Carina Eckard Duffy hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X Connie Duffy (Controlling Person/Existing Agent)



Texas County of Bexar
The foregoing instrument was acknowledged before me this

My commission expires on: 06.05.19

5th of July 2017
Day Month Year

Signature of NOTARY PUBLIC

Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic violence is a pervasive problem that affects one in four women and one in seven men in Arizona, and stands in direct opposition to our No. 1 priority of protecting Arizona families and communities; and

WHEREAS, In Arizona, every 36 minutes an officer responds to a domestic violence incident with a child present and every 19 minutes an arrest is made. These numbers are tragic because domestic violence impacts our families, communities, schools, and workplaces on a daily basis; and

WHEREAS, This is an issue that affects all ages, races, religions, socioeconomic backgrounds and education levels; and ending violence in the home, at work, and in the community requires vigilance and dedication from every part of our society. We all have a responsibility to know the signs, to help the victimized and vulnerable and to speak out against it whenever we can; and

WHEREAS, during the month of October, victim-advocate groups, centers, service workers, and many other organizations come together to connect those who work to end violence, to celebrate those who have survived and mourn those who have died because of domestic violence; and

WHEREAS, the Governor's Office of Youth, Faith and Family hosted the third annual Lighting Arizona Purple Event at the State Capital and lit the Capital Dome purple as a symbol of Arizona's dedication to ending domestic violence and launched the month-long Lighting Arizona Purple Campaign. Governor Douglas A. Ducey encourages Arizonans to stand with him as we send the unwavering message that domestic violence can stop and invites everyone to join in this effort by lighting their homes purple; and

WHEREAS, Domestic Violence Awareness Month is an opportunity to stand with domestic violence survivors, to celebrate the progress made in combating these crimes, and to recommit to reducing domestic violence in their communities.

NOW THEREFORE, I, Tara Walter, Mayor of the Town of Florence, Arizona, by virtue of the authority vested in me, do hereby proclaim and declare October 2017 as "**DOMESTIC VIOLENCE AWARENESS MONTH**" and in support of this worthy cause, will have Town hall lit purple for the remainder of October 2017, to help raise awareness and do hereby call upon all the citizens to light their homes purple in support of this effort.

In witness thereof, I hereby set my hand and affix the Official Seal of the Town of Florence, Arizona, this 16th day of October 2017.

Tara Walter, Mayor

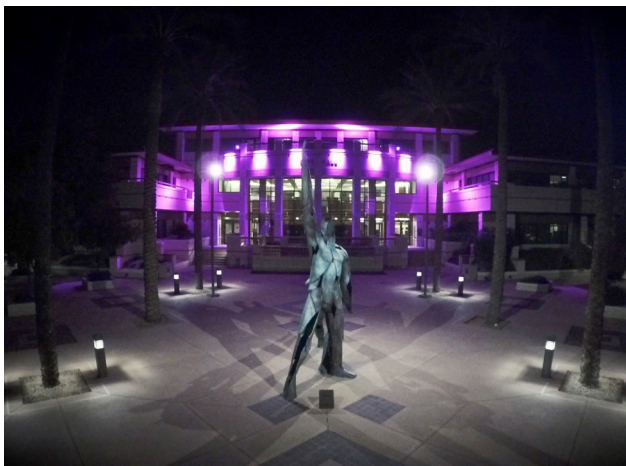
ATTEST:

Lisa Garcia, Town Clerk

Domestic Violence Awareness Month 2017

Suggested Activities:

- **Wear purple day** - Encourage agency staff to wear purple. Post a photograph on your social media to show your support.
- **Issue a proclamation** declaring support for October as Domestic Violence Awareness Month. (Sample proclamations attached.)



- **Light your buildings**, lawns, public art purple. Share a photograph on social media to show support. (Purple light bulbs are available at The Home Depot.)
- **Conduct a social media campaign.** Post facts, resources, and information all month (Sample fact sheets attached.)
- **Engage with MAG** throughout the month @MAGRegion using the hashtag #DVAM2017
- Participate in **trainings/events** taking place throughout the region during the month of October (see attached calendar)

- **Host an awareness event** or domestic violence training for your agency staff. (Contact MAG staff for technical assistance.)
- **Coordinate a Donation to DV Awareness Efforts** Coordinate a fundraising or donation campaign for domestic violence awareness efforts.

Domestic Violence Resources:

National Domestic Violence Hotline:
1(800) 799-7233 or TTY 1(800) 787-3224
www.thehotline.org

For Local Shelter Call:
(480) 890-3039 or
1(844) SAFE-DVS : 1(844) 723-3387

Arizona Coalition to End Sexual and Domestic Violence (ACESDV)
(602) 279-2900 | (800) 782-6400 | TTY (602) 279-7270
ACESDV Lay Legal Advocacy Hotline: 1(800) 782-6400 | TTY (M-F 8:30 a.m. – 5:00 p.m.)

Please contact Amy Rebenar at (602) 452-5039 or arebenar@azmag.gov with any questions.



October is Domestic Violence Awareness Month



For more information contact Amy Rebenar at:
(602) 254-6300 or email: arebenar@azmag.gov.

Date and Time	Events	Type of Event	Location	Sponsors	Contact
September 6, 2017 10:00 a.m. - 12:00 p.m.	Analyzing Criminal Minds from a Domestic Violence Perspective	Training— Registration Required	Central Arizona College, Superstition Mountain Campus 805 S. Idaho Road, Room F115 Apache Junction, AZ 85119	Community Alliance Against Family Abuse Safe Home Network	Vanessa Patrick vanessap@caafaaz.org (480) 982-0205
September 20, 2017 9:00 a.m.	Chandler Domestic Violence Awareness Event	Presentation— Registration Required	Chandler Community Center 125 E. Commonwealth Avenue Chandler, AZ 85225	Chandler Domestic Violence Commission	Katie Cain katie.cain@chandleraz.gov (480) 782-4535 https://dvbreakfast.eventbrite.com
September 29, 2017 10:00 a.m.	A Deadly Link: Animal Abuse and Domestic Violence	Media Outreach Event	Arizona Animal Welfare League 25 N. 40th Street Phoenix, AZ 85034	Maricopa Association of Governments, Maricopa County Sheriff's Office, City of Phoenix, Arizona Animal Welfare League	Amy Rebenar arebenar@azmag.gov (602) 254-6300
October 2, 2017 10:00 a.m. - 11:30 a.m.	Domestic Violence Awareness Month Kick-Off	Presentation	1891 Courthouse 31 Pinal Street. Building D Florence, AZ 85132	Pinal County Attorney's Office	Nancy Larsen nancy.larsen@pinalcountyaz.gov (520) 866-6945
October 2, 2017 10:00 a.m. - 4:30 p.m.	Addressing Intimate Partner Homicide Trauma In Our Communities	Training— Registration Required	Arizona Supreme Court Building 1501 W. Washington Street, Room 101 Phoenix, AZ 85007	Governor's Office of Youth, Faith and Family	Myriah Mhoon mmhoon@az.gov (602) 542-3495 www.ItCanStop.AZ.gov
October 2, 2017 6:00 p.m. - 7:00 p.m.	Lighting Arizona Purple Kick-Off Event	Awareness Event	Arizona Capitol, House Lawn 1700 W. Washington Street Phoenix, AZ 85007	Governor's Office of Youth, Faith and Family	Myriah Mhoon mmhoon@az.gov (602) 542-3495 www.ItCanStop.AZ.gov
October 2, 2017	Domestic Violence Awareness Month	Lighting of Public Building	Town of Queen Creek Law Enforcement Building/Community Chambers 22358 S. Ellsworth Road Queen Creek, AZ 85142	Town of Queen Creek	Jamie Bennett (480) 358-3000
October 4, 2017 1:00 p.m.	Domestic Violence Presentation	Presentation	Glendale Main Library 5959 W. Brown Street Glendale, AZ 85302	Glendale Police Department	Sergeant Patrick Beumler pbeumler@glendaleaz.com (623) 930-3113
October 5, 2017 10:00 a.m.	Apache Junction Domestic Violence Awareness Month Kick-Off Event	Family Activity Day	Parks and Rec Complex Park 1035 N. Idaho Road Apache Junction, AZ 85120	Community Alliance Against Family Abuse	Vanessa Patrick vanessap@caafaaz.org (480) 982-0205
October 5, 2017 6:00 p.m.	Youth Artwork Display and Award Presentation	Art Display and Award Presentation	MonOrchid 214 E. Roosevelt Street Phoenix, AZ 85004	City of Phoenix— Paint Phoenix Purple Campaign	Briselda Rodriguez briselda.rodriguez@phoenix.gov (602) 534-0543
October 10, 2017 9:00 a.m. - 12:00 p.m.	Technology and Survivor Safety: Impacts and Responses Webinar	Training— Registration Required	Online Register at: www.acesdv.org/events	Arizona Coalition to End Sexual and Domestic Violence	Doreen Nicholas doreen@acesdv.org (602) 279-2900 ext. 410

Continued on back.



October is Domestic Violence Awareness Month



For more information contact Amy Rebenar at:
(602) 254-6300 or email: arebenar@azmag.gov.

Date and Time	Events	Type of Event	Location	Sponsors	Contact
October 11, 2017 4:30 p.m. - 6:00 p.m.	Sexual Assault/Domestic Violence Prevention in Healthcare	Training	AT Still University 5850 E. Still Circle Mesa, AZ 85206	Community Alliance Against Family Abuse and AT Still University	Dorian Townsend doriant@caafaaz.org (480) 982-0205
October 13, 2017 10:00 a.m. - 12:00 p.m.	Working With Survivors of Sexual Violence: Strategies for Intervention and Advocacy	Training— Registration Required	Nogales, AZ Register at: www.acesdv.org/events	Arizona Coalition to End Sexual and Domestic Violence	Doreen Nicholas doreen@acesdv.org (602) 279-2900 ext. 410
October 14, 2017 10:00 a.m. - 12:00 p.m. Recurs Monthly—2nd Saturday	Kaity's Way Relationship Violence Diversion Workshop	Training	LifeSkills High School 8123 N. 35th Avenue Phoenix, AZ 85051	Kaity's Way	Bobbi Sudberry kw08@kaitysway.org (602) 740-2734
October 19, 2017	Wear Purple Day!	Awareness	Statewide—Get your agency involved!	Arizona Coalition to End Sexual and Domestic Violence	Christa Steiner christa@acesdv.org (602) 279-2900
October 20, 2017 9:30 a.m. - 11:30 a.m.	Lay Legal Advocacy Webinar—Child Welfare in Arizona: Understanding Process and Policies in The Department of Child Safety	Training— Registration Required	Online Register at: www.acesdv.org/events	Arizona Coalition to End Sexual and Domestic Violence	Doreen Nicholas doreen@acesdv.org (602) 279-2900 ext. 410
October 21, 2017 10:00 a.m. - 12:00 p.m. Recurs Monthly—3rd Saturday of the Month	Kaity's Way Relationship Violence Diversion Workshop	Training	Ocotillo Library 102 W. Southern Avenue Phoenix, AZ 85041	Kaity's Way	Bobbi Sudberry kw08@kaitysway.org (602) 740-2734
October 24, 2017 9:30 a.m. - 11:30 a.m.	Trauma Informed Supervision Webinar	Training— Registration Required	Online Register at: www.acesdv.org/events	Arizona Coalition to End Sexual and Domestic Violence	Doreen Nicholas doreen@acesdv.org (602) 279-2900 ext. 410
October 24, 2017 1:00 p.m.	Domestic Violence Presentation	Presentation	Glendale Foothills Library 19055 N. 57th Avenue Glendale, AZ 85308	Glendale Police Department	Sergeant Patrick Beumler pbeumler@glendaleaz.com (623) 930-3113
October 28, 2017 10:00 a.m. - 3:00 p.m.	Fuerza, Domestic Violence Awareness & Resource Fair	Awareness and Resource Fair	Chicanos Por La Causa Maryvale Community Center 6850 W. Indian School Road Phoenix, AZ 85033	Chicanos Por La Causa Community Based Team	Marina Jessop marina.jessop@cplc.org (480) 306-0266
October 30, 2017 4:30 p.m.	Domestic Violence Presentation	Presentation	Glendale Velma Teague Library 7010 N. 58th Avenue Glendale, AZ 85301	Glendale Police Department	Sergeant Patrick Beumler pbeumler@glendaleaz.com (623) 930-3113
November 4, 2017 5:30 p.m.	Giddy Up Gala	Fundraiser \$25	Rockin' R Ranch 6136 E. Baseline Road, Big Barn Mesa, AZ 85206	Community Alliance Against Family Abuse	Vanessa Patrick vanessap@caafaaz.org (480) 982-0205
November 8, 2017 10:00 a.m. - 12:30 p.m.	Suicide Prevention 101	Training— Registration Required	Central Arizona College, Superstition Mountain Campus 805 S. Idaho Road, Room F115 Apache Junction, AZ 85119	Community Alliance Against Family Abuse Safe Home Network	Vanessa Patrick vanessap@caafaaz.org (480) 982-0205



Domestic Violence in Arizona

WHAT IS DOMESTIC VIOLENCE?

Domestic violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another. It includes physical violence, sexual violence, threats, and emotional abuse. The frequency and severity of domestic violence can vary dramatically.

DOMESTIC VIOLENCE IN ARIZONA

- In Arizona, first- and second-time domestic violence offenders are not charged with domestic violence; only the third incident is charged as domestic violence. First and second offenders are charged with offenses that then have 'domestic violence flags' attached.ⁱ
- In Arizona in 2010, law enforcement made 25,376 domestic violence-flagged arrests, an increase of 17.8% over arrests in 2001. Many other incidents were not reported to police or did not end in arrests.ⁱⁱ
- Between 2001 and 2010, when controlling for population, arrests for domestic violence aggravated assault increased 82%.ⁱⁱⁱ
- The most common sentence for a perpetrator convicted of aggravated domestic violence (third offense) was probation.^{iv}

- There were 109 domestic violence-related deaths in Arizona in 2014.^v
- In 2012, Arizona ranked 8th in the nation in femicides per capita.^{vi}

DID YOU KNOW?

- 1 in 3 women and 1 in 4 men in the United States have experienced some form of physical violence by an intimate partner.^{vii}
- On a typical day, domestic violence hotlines receive approximately 21,000 calls, an average of close to 15 calls every minute.^{viii}
- Intimate partner violence accounts for 15% of all violent crime.^{ix}
- The presence of a gun in the home during a domestic violence incident increases the risk of homicide by at least 500%.^x
- 72% of all murder-suicides involve an intimate partner; 94% of the victims of these crimes are female.^{xi}

DOMESTIC VIOLENCE PROGRAMS IN ARIZONA

1st Congressional District

Against Abuse,
Casa Grande

Alice's Place,
Winslow

Ama Doo Alchini Bighan,
Chinle

Catholic Charities Community
Services,
Flagstaff

Flagstaff Shelter Services,
Flagstaff

Gila County Safe Home,
Globe

Hope Cottage,
Flagstaff

Mount Graham Safe House,
Safford

New Hope Ranch,
St. Johns

Northland Family Help
Center,
Flagstaff

Page Regional Domestic
Violence Services,
Page

If you need help:

Call The National Domestic Violence Hotline 1-800-799-SAFE (7233)
Or, online go to DomesticShelters.org





Domestic Violence in Arizona

White Mountain S.A.F.E. House, Pinetop	<u>4th Congressional District</u> Amberly's Place, Yuma	<u>5th Congressional District</u> None	Eve's Place, Peoria
<u>2nd Congressional District</u> Emerge! Center Against DV, Tucson	Arizona Child and Family Advocacy Network, Prescott	<u>6th Congressional District</u> Fort McDowell Yavapai Nation DV Program, Fort McDowell	New Life Center, Goodyear
Forgach House, Sierra Vista	Colorado River Regional Crisis Shelter, Parker	<u>7th Congressional District</u> DeColores, Phoenix	Purple Ribbon Council to Prevent Domestic Abuse, Peoria
House of Hope, Douglas	Kingman Aid to Abused People, Kingman	MOMA's House, Laveen Village	<u>9th Congressional District</u> A New Leaf, Mesa
<u>3rd Congressional District</u> Genesis House Shelter, Green Valley	Peach Springs DV Shelter, Peach Springs	Sojourner Center, Phoenix	Autumn House Domestic Violence Shelter, Mesa
Mariposa Wings to Safety, Nogales	Safe House, Bullhead City	The Salvation Army Elim House Domestic Violence Shelter, Phoenix	DOVES, Domestic Older Victims Empower and Safety, Phoenix
Our House/Nuestra Casa, Nogales	Safe House Shelter, Yuma	<u>8th Congressional District</u> A New Leaf's Faith House, Glendale	My Sister's Place, Chandler
Tohono O'odham Nation Domestic Violence Program, Sells	Time Out, Inc., Payson		Shelter Without Walls, Phoenix
	Verde Valley Sanctuary, Sedona		Chrysalis - Phoenix

Sources

- ⁱStevenson, P. & Bileski, M. (2013). *Domestic violence arrest and case processing data: An analysis of information in Arizona's computerized criminal records system*. Retrieved from http://www.azcjc.gov/ACJC.Web/Pubs/Home/Domestic%20Violence_SJS10_FINALforPUB.pdf.
- ⁱⁱIbid.
- ⁱⁱⁱIbid.
- ^{iv}Ibid.
- ^vArizona Coalition to End Sexual and Domestic Violence (2015). *ARIZONA domestic violence related deaths 2014*. Retrieved from <http://www.azcadv.org/azcadv2014wp/wp-content/uploads/2014/06/DV-Fatalities-2014-5.13.pdf>.
- ^{vi}Violence Policy Center (2014). *When men murder women: An analysis of 2012 homicide data*. Retrieved from <http://www.vpc.org/studies/wmmw2014.pdf>.
- ^{vii}Black, M.C., Basile, K.C., Breiding, M.J., Smith, S.G., Walters, M.L., Merrick, M.T., Chen, J., & Stevens, M. (2011). *The national intimate partner and sexual violence survey: 2010 summary report*. Retrieved from http://www.cdc.gov/violenceprevention/pdf/nisvs_report2010-a.pdf.
- ^{viii}National Network to End Domestic Violence (2015). *2014 domestic violence counts: A 24-hour census of domestic violence shelters and services*. Retrieved from http://nnev.org/downloads/Census/DVCounts2014/DVCounts14_NatlSummary_Color-2.pdf.
- ^{ix}Truman, J. & Morgan, R. (2014). *Nonfatal domestic violence, 2003-2012*. Retrieved from <http://www.bjs.gov/content/pub/pdf/ndv0312.pdf>.
- ^xCampbell, J.C., Webster, D., Koziol-McLain, J., Block, C., Campbell, D., Curry, M. A., Gary, F., Glass, N., McFarlane, J., Sachs, C., Sharps, P., Ulrich, Y., Wilt, S., Manganello, J., Xu, X., Schollenberger, J., Frye, V., & Lauphon, K. (2003). Risk factors for femicide in abusive relationships: Results from a multisite case control study. *American Journal of Public Health, 93*(7), 1089-1097.
- ^{xi}Violence Policy Center. (2012). *American roulette: Murder-suicide in the United States*. Retrieved from www.vpc.org/studies/amroul2012.pdf.

If you need help:

Call The National Domestic Violence Hotline 1-800-799-SAFE (7233)
Or, online go to DomesticShelters.org



THE IMPACT OF DOMESTIC VIOLENCE

Domestic violence is a pattern of coercive control where one partner uses their power to control the other partner. Domestic violence can take many forms, including physical, sexual, emotional, and financial abuse. [DOJ, 2012]

Prevalence



1 IN 4 WOMEN & 1 IN 7 MEN

Have experienced domestic violence in their lifetime

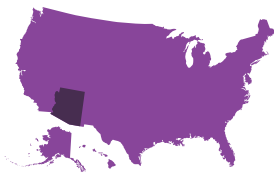
THEREFORE

804,048 women & 453,689 men in Arizona will experience domestic violence in their lifetime [CDC, 2010]

Native American women experience domestic violence at rates **50% higher** than other groups [DOJ, 2004]

Lethality

In 2015 at least 107 people were killed in domestic violence related homicides



in Arizona. [ACESDV, 2015]

Economic impact

The costs of intimate partner rape, physical assault, and stalking each year

\$8.3 BILLION
[CDC, 2003]

In one 24-hour period in 2015, 37 programs in Arizona served 1,652 victims of domestic violence. 1,106 of those victims were served in shelter or transitional housing programs; 546 received non-residential assistance and services, including counseling, legal services, or children's groups. [NNEDV, 2015]

Physical abuse includes but is not limited to, hitting, slapping, shoving, biting.

Sexual abuse is described as coercing or attempting to coerce sexual contact without consent.

Emotional abuse is an attempt to undermine an individual's self worth or self esteem. This includes but is not limited to psychological forms of abuse such as fear, intimidation and threats of violence.

Financial abuse includes using financial tools and money to maintain control.

In Arizona, housing continues to be the most urgent need of survivors, with 223 requests for housing services unmet on a single day in 2015. The top unmet requests for nonresidential services included housing, legal representation and financial assistance. [NNEDV, 2015]

Domestic Violence Safety Plan

Do
You
Feel
Safe
at home?



You can.

For Local Shelter Call:

480-890-3039 or
844-SAFE-DVS 844-723-3387

National Hotline: 1-800-799-SAFE (7233)



Safety at Home

During a Violent Event

- Stay out of rooms with no exit.
- Avoid rooms that may have weapons.
- Select a code word that alerts friends and children to call police.
- Leave suitcase and checklist items with a friend.

If You Don't Feel Safe at Home

You may want to get a protective order to stop the abusive person from coming into contact with you and/or your children. For more information on protective orders and safety planning, please call an advocacy center or the Arizona Coalition to End Sexual and Domestic Violence (ACESDV).

- Phoenix: 602-534-2120
- Mesa: 480-644-4075
- Southwest: 623-333-7900
- ACESDV Legal Advocacy Hotline: 1-800-782-6400
- Glendale: 623-930-3720
- Scottsdale: 480-312-6300
- TTY 602-279-7270

Safety at Work

- Tell your employer.
- Give security a photo of the person abusing you and a copy of the Order of Protection.
- Screen your calls.
- Have an escort to your car or bus.
- Vary your route home.
- Carry a noisemaker or personal alarm.

Protecting Your Children

- Plan and rehearse an escape route with your children.
- If it is safe, teach them a code word to call 9-1-1 and how to use a cell phone.
- Let school personnel know to whom children can be released.
- Give school personnel a photo of person abusing you.
- Warn school personnel not to give out your address and phone number.

PRINTING COURTESY OF:



IN AN EMERGENCY—CALL 9-1-1 IMMEDIATELY

Go to an emergency room if you need medical help. Take pictures of bruises and injuries.

Getting Out Now

Quick Check List

- Identification:** driver's license, birth certificates
- Money:** ATM card, credit cards, checkbooks
- Legal Papers:** protective order, medical records
- Important Personal Items:** keys, medicine

24-Hour Hotlines

For Local Shelter Call:
• **480-890-3039**, or
• **844-SAFE-DVS**
National Hotline:
• 1-800-799-SAFE (7233)

If you are in immediate danger call 9-1-1.

Keep this card

Safety When Leaving

If you think you may want to leave, a careful plan is needed to ensure safety. Do not let the person who is abusing you know of your plans; try to act as if things are unchanged.

Leaving can be the most dangerous time! These suggestions do not apply to every survivor in every situation. These are to be used as a guideline. Please make your safety plan around your own individual needs and circumstances.

Have a safe place to stay. Make sure it is a place that can protect you and your children or grandchildren. This may be at a domestic violence shelter.

Call a domestic violence victim service program. Find out which services and shelters are available as options if you need them. Keep their address and phone number close at all times. For local shelter, call 480-890-3039, or 844-SAFE-DVS.

Find someone you trust. Leave money, extra keys, copies of important documents and clothing with them in advance, so you can leave quickly, if necessary.

Save any harassing emails, texts and/or voice mail messages. Keep a record of unwanted and/or repeated contact by your abuser to provide to police.

Open a savings account. Use a new bank and location. Put it in your name only. Have statements sent to a safe address. Consider direct deposit from your paycheck or benefit check.

Gather important documents. Identification cards, children's immunization records, marriage license, divorce decrees, birth certificates, school and medical records, passports, and others.

Learn about safety concerns around technology. Discuss with an advocate safety concerns around technology and how devices such as cell phones, computers and Global Positioning Systems (GPS) can be used by the abuser to track you. For more information, call ACESDV Legal Advocacy Hotline at 1-800-782-6400.

Concerns about immigration status. You may qualify under a law called the Violence Against Women Act. Talk to an immigration expert at your local domestic violence victim services program for more information.

Review your safety plan. Study and check your plans as often as possible in order to know the safest way to leave the abuser. Contact the national hotline, any advocacy center, or the Arizona Coalition to End Sexual and Domestic Violence Hotline for help in safety planning and keep these numbers with you at all times.

National Hotline: 1-800-799-SAFE (7233)
ACESDV Legal Advocacy Hotline: 1-800-782-6400
www.FindDVservices.com

This project was supported by Grant No. ST-WSG-15-010115-18 awarded by the Governor's Office of Youth, Faith, and Family for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department Of Justice, Office on Violence Against Women.

Plan de Seguridad ante la Violencia Doméstica

¿Se
**siente
segura(o)**
en su
hogar?



Usted puede.

Para un Albergue Local llame al:
**480-890-3039 or
844-SAFE-DVS 844-723-3387**

Teléfono Nacional: 1-800-799-SAFE (7233)



Seguridad en el Hogar

Durante un Evento de Violencia

- Manténgase afuera de cuartos sin salida.
- Evite entrar a cuartos donde hayan armas.
- Seleccione una palabra o frase clave que alerte a sus amigos e hijos que deben llamar a la policía.
- Mantenga una maleta y su lista rápida (que se encuentra al final de esta página) con alguien de confianza.

Si Ud. No Se Siente Segura en Su Hogar

Pueda ser necesario que Ud. obtenga una orden de protección para detener contacto del agresor(a) con Ud. y sus hijos. Para más información acerca de Ordenes de Protección y la planificación de seguridad, por favor llame a un centro de abogación o a la Coalición de Arizona para terminar con la violencia sexual y doméstica (ACESDV).

- Phoenix: 602-534-2120
- Mesa: 480-644-4075
- Southwest: 623-333-7900
- Glendale: 623-930-3720
- Scottsdale: 480-312-6300
- Coalición de Arizona para terminar con la violencia sexual y doméstica (ACESDV) línea directa de ACESDV Abogación Legal a 1-800-782-6400, TTY 602-279-7270

Seguridad en el Trabajo

- Háblele con su empleador.
- Provea una fotografía del agresor(a) y una copia de la Orden de Protección a los funcionarios de seguridad de su empleo.
- Filtre sus llamadas telefónicas.
- Solicite un acompañante cuando camine a su automóvil o autobús.
- Varíe su ruta a casa.
- Lleve consigo una alarma personal o algo que haga ruido para alertar aquellos que estén a su alrededor.

Cómo Proteger a sus Hijos

- Planifique y practique una ruta de escape con sus hijos.
- Si no corre riesgo, enséñeles una palabra clave para llamar al 9-1-1, y cómo utilizar un teléfono celular.
- Verifique con el personal escolar quien tiene derecho a llevarse a sus hijos de la escuela.
- Provéale al personal escolar una fotografía del agresor(a).
- Pídale al personal escolar que no compartan su domicilio ni su número telefónico con nadie.

IMPRESA CORTESÍA DE:



EN UNA EMERGENCIA, LLAME AL 9-1-1 DE INMEDIATO

Le otorgamos permiso de reproducir este panfleto.

Cuando se Vaya a Ir

Lista Rápida

- Identificación:** Licencia de manejo, certificados de nacimiento
- Dinero:** Tarjeta de ATM, tarjetas de crédito, libretas de cheques
- Documentos legales:** Orden de protección, archivos médicos
- Artículos importantes:** Llaves, medicamentos

TELÉFONOS PARA EMERGENCIAS LAS 24 HORAS

Para un Albergue Local llame al:
• **480-890-3039**
• **844-SAFE-DVS**
Teléfono Nacional:
• **1-800-799-SAFE (7233)**

LLEVE ESTA TARJETA CONSIGO

Seguridad al Salir

Si Ud. piensa en la posibilidad que dejara la relación, es necesario determinar un plan cuidadoso para garantizar su seguridad. No deje que la persona que está abusando de Ud. sepa de sus planes y actúe como si las cosas no han cambiado.

¡El momento más peligroso puede ser cuando se vaya! Pueda ser que las sugerencias en este panfleto no apliquen a cada sobreviviente en su situación particular. Este panfleto debe de ser utilizado como una guía. Por favor planee su plan de seguridad alrededor de sus necesidades y circunstancias.

Identifique un lugar seguro donde hospedarse. Asegúrese que el lugar de hospedaje le brinde protección a Ud. y su familia. Un lugar de hospedaje puede ser un albergue para víctimas de violencia doméstica.

Llame a un programa de servicio de violencia doméstica. Para establecer opciones, por si llega a necesitarlas, averigüe qué servicios y albergues están disponibles. Siempre mantenga las direcciones y números de teléfono de los programas de servicio al alcance. Para identificar albergues locales llame al 480-890-3039 o al 844-SAFE-DVS.

Identifique a alguien con quien pueda confiar. De antemano deje con esa persona dinero, un juego de llaves, copias de documentos importantes y ropa por si llega el momento en el cual tenga que salir de prisa.

Guarde todos los correos electrónicos, textos y / o mensajes de correo de voz donde la acose el agresor(a). Mantenga un expediente de todo contacto no deseado o repetido por el agresor(a) para proporcionarlo a la policía.

Abra una cuenta de ahorros en un banco nuevo que no sea cerca del banco que usted acostumbra visitar. Ponga esta cuenta solamente a su nombre. Pida que le envíen los estados de cuenta a una dirección segura. Considere tramitar a la cuenta de ahorros un depósito directo de su cheque de pago o beneficios públicos.

Reúna los documentos que usted considere importantes. Estos documentos pueden incluir tarjetas de identificación, registros de vacunación de sus hijos, certificado de matrimonio, el decreto de divorcio, actas de nacimiento, registros escolares, registros médicos, pasaportes o cualquier otro documento que sea importante para usted.

Infórmese acerca de la tecnología y la posible infracción a su seguridad. Hable con un abogado acerca de medidas de seguridad relacionadas a la tecnología y la forma en que aparatos electrónicos como teléfonos celulares, computadoras y sistemas de posicionamiento global (GPS) pueden ser utilizados por el agresor(a) para realizar el seguimiento de sus pasos. Para obtener más información, llame a la línea directa de ACESDV Abogación Legal al 1-800-782-6400.

Tiene preocupación acerca de su estatus migratorio. Bajo una ley nacional titulada la Ley de Violencia contra la Mujer, Ud. podría calificar para protección policiaca dada a su denuncia del agresor(a). Para obtener más información, hable con un experto de inmigración en la oficina local de algún programa de servicios para víctima de violencia doméstica.

Revise su plan de seguridad. Estudie y verifique su plan frecuentemente para conocer la forma más segura de escapar la situación. Para ayuda en establecer un plan de seguridad, puede llamar a la línea nacional, a cualquier centro de abogación local o a la Coalición de Arizona para terminar con la violencia sexual y doméstica (ACESDV). Mantenga estos números siempre al alcance o apréndaselos de memoria.

Teléfono Nacional: 1-800-799-SAFE (7233)
ACESDV Abogación Legal a 1-800-782-6400
www.FindDVservices.com

Este proyecto es apoyado por el Subsidio No. SF-WSG-15-010115-18, otorgado por la Oficina del Gobernador Para La Juventud, Fe y Familia para La Subvención del Programa STOP Las opiniones, resultados, conclusiones y recomendaciones expresadas en esta publicación/programa/exhibición son de los autores y no reflejan necesariamente el punto de vista del Estado o Departamento de Justicia de la Oficina en Contra de la Violencia a la Mujer.

MANTENGA ESTA TARJETA EN UN LUGAR SEGURO

¿Se siente usted segura en casa?

¿Está una persona a la que usted ama...

Amenazándola con lastimarla a usted, a sus hijos o alguien en su familia?

Diciéndole que es su culpa si él o ella lo golpea, y después dice que no volverá a pasar (pero, vuelve a pasar)?

La avergüenza en público o no la deja tener contacto con su familia o amigos?

La forza a tener relaciones sexuales cuando usted no quiere?

Sólo una respuesta "sí" puede significar que usted se encuentre en una relación de abuso. Usted no está sola/o y cuenta con opciones.

Nadie merece ser lastimado. Usted merece estar seguro/a en casa.

- Llame al 911 si usted se encuentra en peligro o necesita ayuda
- Es difícil decidir marcharse. Cuando usted esté lista para irse necesita un plan seguro. Contacte a la Línea Caliente Nacional al (1-800-799-SAFE) para obtener ayuda y formar un plan seguro.
- Enséñeles a sus hijos como llamar al 911 y a donde deben de ir cuando estén asustados.
- Hable con alguien acerca de lo que está pasando. Es posible que ellos puedan ayudarle.
- Prepare maletas y déjelas encargadas con alguien de confianza. Las maletas debieran de incluir dinero en efectivo, tarjetas de crédito, medicina, papeles importantes, identificaciones, ropa para Ud. y sus niños, y algunos juguetes.
- Esconda en un lugar seguro un juego de llaves de la casa y del carro afuera de la casa.

Apoiado por financiación de subsidios de STOP proporcionado por el estado de Arizona y la Oficina para Niños, Jóvenes y Familias de la Gobernadora.



KEEP THIS CARD IN A SAFE PLACE

Do you feel safe at home?

Does a person you love...

Threaten to hurt you, your children or someone else in your family?

Say it is your fault if he or she hits you, then says it will not happen again (but it does)?

Put you down in public or keep you from contacting family or friends?

Throw you down, push, hit, choke, kick, or slap you?

Force you to have sex when you don't want to?

Just one "yes" answer may mean you are in an abusive relationship. You are not alone and you have choices.

No one deserves to be hurt. You deserve to be safe at home.

- Call 911 if you are in danger or need help.
- It is hard to decide to leave. When you are ready you need to have a safety plan. Contact the National Hotline (1-800-799-SAFE) to get help and form a safety plan.
- Teach your children how to call 911 and where to go when they are scared.
- Talk with someone about what is going on. They may be able to help you.
- Pack and leave bags with someone you trust. Take cash or credit cards, medicine, important papers, identification, extra clothes for you and your children, and some toys.
- Hide extra car and house keys outside your house in case.

Supported by STOP grant funding through the Governor's Office for Children, Youth and Families.



ACESDV Legal Advocacy Line
Línea de Consejo Legal
1-800-782-6400

National Hotline (24 hour, toll free)
Línea Nacional de Emergencia
1-800-799-SAFE (7233)
and
1-800-787-3224 (TTY)

For Local Shelter Call
(24 hour, toll free)
Línea Caliente de Refugios
211 or 1-877-211-8661

If you don't feel safe at home, you may want to get a protective order to stop the abusive person from coming into contact with you and/or your children. For more information about protective orders and safety planning, please call:

Advocacy Centers
Phoenix: 602-534-2120
Glendale: 623-930-3720
Mesa: 480-644-4075
Scottsdale: 480-312-6300
Southwest: 623-333-7900

Si Ud. no se siente segura en su hogar, y quiere prohibir contacto del abusador con usted y/o sus hijos, es posible que pueda obtener una orden de protección. Para obtener más información acerca de una orden de protección y la planificación de seguridad, por favor llame al Centros de Abogacía.

Proclamation

CITIES AND TOWNS WEEK 2017

WHEREAS, the citizens of Florence, Arizona, rely on Florence to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital town services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona, also provides services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries community centers, and recreational programs; and

WHEREAS, it is important for Florence to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of Florence's officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by Florence can remain exceptional elements of the quality of life of our community.


NOW, THEREFORE, BE IT RESOLVED, that the Town of Florence, Arizona, joins the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona, in declaring October 15 – 21, 2017, as Arizona Cities and Towns Week.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of October 2017.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7c.
MEETING DATE: October 16, 2017 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Initial Term Extension of Brunenkant Building Lease Agreement with Weagant Law Offices, PLC		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion to approve the Initial Term Extension of the Lease Addendum between the Town of Florence, and Weagant Law Offices, at the Brunenkant Building until October 31, 2018.

BACKGROUND/DISCUSSION:

Cody Weagant has leased the Brunenkant Building since November 1, 2016, for use as a law office. Mr. Weagant has requested an extension of the lease agreement initial term until October 31, 2018. The lease agreement has been modified to extend the initial term. No other changes were made to the document.

A VOTE OF NO WOULD MEAN:

A No vote would mean the Tenant will occupy the building on a month-to-month basis.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean the current lease term is extended to October 31, 2018.

FINANCIAL IMPACT:

The monthly rent is \$500 and the tenant pays the cost of utilities each month as invoiced by the Town.

ATTACHMENT:

Brunenkant Building Lease Agreement Second Addendum

Addendum Two to Extend Initial Term on Lease Agreement
Dated November 1, 2016

This Addendum Two is made and entered into as of October 16, 2017 to the Lease Agreement dated November 1, 2016, by and between the Town of Florence, Arizona "Landlord" and Weagant Law Offices, PLLC "Tenant".

This Addendum Two is intended to and shall modify Paragraph 2. Term of said Lease Agreement, by extending the Initial Term to the 31st day of October, 2018.

This Addendum Two is intended to and shall modify Paragraph 3. Extensions of said Lease Agreement, by changing the lease end date to the 31st day of October, 2018.

Any term or provision of the Lease Agreement which applies to Paragraph 2. Term and Paragraph 3. Extension shall also apply to this Addendum Two. This Addendum Two shall be attached to and incorporated into the Lease Agreement as though fully set forth therein.

Paragraph 2. Term

The Lease term shall begin on the **1st day of November, 2016**, and end on the **31st day of October, 2018** (the "Initial Term"). Landlord shall use its best efforts to put Tenant in possession of the Leased Premises at the beginning of the Initial Term. If Landlord is unable to timely provide the Leased Premises for occupancy by Tenant, rent shall abate for the period of delay. Tenant agrees it shall make no other claim against Landlord for any such delay.

Paragraph 3. Extensions

The Parties hereto may elect to extend the Initial Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such election, provided that Tenant gives notice of its request to extend the Initial Term no later than sixty (60) days prior to the expiration of the Initial Term. If Tenant does not elect to extend the Initial Term in accordance with this paragraph, this Lease shall end on **the 31st day of October, 2018** (the "Expiration Date") and thereafter Tenant may only occupy the Premises on a month-to-month basis. Such month-to-month tenancy may be terminated by Landlord upon thirty (30) days notice to Tenant. Landlord's acceptance of rent payments after the Expiration Date shall not constitute a renewal of this Lease Agreement.

Applicability of Lease. Except as amended hereby, the Lease Agreement shall remain in full force and effect.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY; SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to Lease Agreement as of the day and year first written above.

LANDLORD:

TOWN OF FLORENCE, an Arizona municipal corporation

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford Mattice, Town Attorney


LESSEE:

Weagant Law Offices, PLLC

By: _____

Its: _____

Date: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7d.
MEETING DATE: October 16, 2017 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: PSPRS Police Local Board Membership		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Ratification of the election of Cody Linderoth as an Employee Representative on the Town of Florence Public Safety Personnel Retirement System Police Local Board for a period of four years.

BACKGROUND/DISCUSSION:

Arizona law requires our full-time sworn Police Department employees to be enrolled in the Public Safety Personnel Retirement System (PSPRS) for retirement and disability benefits. The law requires a local system Board and vests in the Local Board specific responsibilities for administration of the local system. Two of the five board members must be elected by our Police Department PSPRS members. One of those two members resigned for other employment so we needed to replace him. Two nominations were received in response to a call for nominations: Tanner Foster and Cody Linderoth. Ballots were prepared and distributed and Cody Linderoth was elected to the Board.

A VOTE OF NO WOULD MEAN:

Not a viable option; law requires member employees to elect their representatives.

A VOTE OF YES WOULD MEAN:

Ratifying the results of the PSPRS Police Local Board election.

FINANCIAL IMPACT:

None

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 7e.

MEETING DATE: October 16, 2017

DEPARTMENT: Development Services

STAFF PRESENTER: Christopher A. Salas, Development Services
Director/Town Engineer

SUBJECT: Authorization to contract with PRO-TEC Environmental Inc., to provide sewer line cleaning, in an amount not to exceed \$95,450.

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

STRATEGIC PLAN REFERENCE:

- Community Vitality Economic Property Leadership and Governance
- Partnership and Relationships Transportation and Infrastructure
- Statutory None

RECOMMENDED MOTION/ACTION:

Authorization to contract with Pro-Tec Environmental Inc., to provide sewer line cleaning, in an amount not to exceed \$95,450.

BACKGROUND/DISCUSSION:

We use a combination sewer cleaning truck to clean the sewer lines. The truck carries 1500-gallons of fresh water and has an 1800-gallon debris tank to hold everything that is vacuumed out of the sewer system.

The truck carries 800 feet of 1" pressure jetter hose that can pump 80-gallons per minute at 2000 PSI. The hose goes up the sewer line from one manhole to the next and then is pulled back under, pressure flushing all of the debris down to the manhole where the truck is located. As the debris is flush back to the truck, we use the 8" vacuum hose to pick up all of the debris that has been flushed out of the sewer system. The trucks carry different nozzles and cutters that are used to clean and cut roots depending on what we find in the sewers and the size of the pipe we are working in.

To clean the sewer system, we start at the top of the system and clean towards the bottom where there is a lift station or a wastewater treatment plant.

A VOTE OF NO WOULD MEAN:

The sewer lines will not be cleaned this year. By not doing the annual maintenance, the sewer lines could back up, causing damage to homes and businesses.

A VOTE OF YES WOULD MEAN:

The annual maintenance on the sewer lines will be on schedule.

ATTACHMENTS:

Pro-Tec Environmental Inc. Service Contract

TOWN OF FLORENCE
SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between PRO-TEC Environmental, Inc. ("**Vendor**") and the Town of Florence, a political subdivision of the state of Arizona ("**Town**"), effective as of October 16, 2017 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

RECITALS

WHEREAS:

- A. Town requires the services of an independent contractor to provide labor, equipment and material to clean the Town's sewer system (hereinafter "Services");
- B. Town requested quotations in order to obtain these Services;
- C. The Vendor submitted the successful quotation;
- D. Town desires to contract with the Vendor to provide these Services; and
- E. The Vendor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

AGREEMENTS

1. SCOPE OF SERVICES

Vendor shall provide the Services described in the Scope of Services attached hereto as **Exhibit "A"** (the "Services" or "Scope of Services"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Unless otherwise noted herein, in case of a conflict between the terms of the Agreement and the terms of any other documents related to the Services, the terms of this Agreement shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to Town for entering into the Agreement with Vendor.

In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the Services when she/he determines it is in the best interest of Town to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Vendor to additional compensation.

2. ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set forth in Exhibit "A". Services which are not included in **Exhibit "A"** will be considered "Additional Services". The Vendor

shall not perform such Additional Services without the prior written authorization in the form of an approved change order or contract amendment from Town. In the event the Vendor performs such Additional Services without prior written authorization from Town, it shall be presumed that the Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such Additional Services.

3. ACCEPTANCE

All materials and Services are subject to final inspection and acceptance by Town. Materials or Services failing to conform to the specifications of this Agreement shall be held at Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Town may elect to do any or all of the following: (i) waive the non-conformance; (ii) stop the work immediately; (iii) bring materials into compliance; (iv) terminate the Agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by Town.

4. FEES

The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed **\$95,450.00**. Vendor shall be paid according to the schedule set forth in **Exhibit "A"**.

Vendor shall submit to Town a monthly invoice describing the Services performed. Monthly payment may be made to Vendor on the basis of a progress report prepared and submitted by the Vendor for the work completed through the last day of the preceding calendar month. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Vendor on a monthly basis. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require for his/her determination of work performed and payment due.

All Expenses incurred by the Vendor under this Agreement are to be covered under the total contract compensation amount.

5. TERM OF AGREEMENT

This Agreement shall be in full force and effect when approved and signed by Town. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. The term of this Agreement shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town.

6. WARRANTIES

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by Town against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Vendor at no obligation to Town except where it is shown that the defect was caused solely by misuse by Town. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Vendor (including parts, labor, shipping or freight) without cost to Town. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Vendor shall be fully responsible for making any correction, replacement, or modifications necessary for specification or legal compliance.

Vendor expressly warrants that all goods and Services furnished under this Agreement shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship.

The Vendor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Vendor warrants that for one year after acceptance by

Town of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the Agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming to the written promises or affirmations of fact made by the Vendor. The Vendor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by Town. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits. Vendor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the materials or Services by Town shall not alter or affect the obligation of Vendor or the rights of Town under the foregoing warranties. All representations and warranties made by the Vendor under this Agreement shall survive the expiration or termination hereof. The Vendor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

Vendor's warranty shall run to Town, its successors and assigns.

7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

Termination for Convenience. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment. This fee shall be in an amount to be mutually agreed-upon by the Vendor and the Town, based upon the Scope of Services set forth in **Exhibit "A"** and the payment schedule set forth in Section 4 of this Agreement. If mutual agreement between the parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of compensation Vendor is entitled for such work, and the Contract Administrator's determination in this regard shall be final. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Town. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to Town. Town shall make such final payment within 60 days after the Vendor has delivered the last of the partially completed items.

If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, Town may withhold from payment due to the Vendor such amounts as are necessary to protect Town's position for the purpose of set-off until such time as the exact amount of damages due to Town from Vendor is determined by a court of competent jurisdiction.

Termination for Cause/Remedies: Town reserves the right to terminate the Agreement or, any part thereof, for cause, upon such written notice as shall be reasonable in the circumstances. Cause as used herein shall include but not limited to:

- (A) The Vendor fails to adequately perform the Services set forth in the Agreement;

- (B) The Vendor fails to make progress in the performance of the Agreement and/or gives Town reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

The Vendor shall have ten (10) days from receipt of Town's written notice to provide a response to Town that is satisfactory to Town, in its sole discretion, regarding the cause and the steps the Vendor has or will undertake to address all issues of concern. In the event the Vendor fails to address any issue of concern Town may, at its sole option, pursue one or more of the following remedies:

- (A) Cancel any agreement;
- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Complete the Services using its own or contracted personnel. Town may recover any actual excess costs from the Vendor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;

Any combination of the above or any other remedies as provided by law.

8. INDEPENDENT CONTRACTOR

It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

9. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Vendor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely manner.
- (B) To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the

date of any such termination.

- ii.. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by Town shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.
- iii.. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

(C) All documents and other work product generated on behalf of Town in connection with this Agreement (except for Vendor's notes for internal use) are the property of Town. Vendor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Vendor hereby assigns to Town all rights in such materials and copyrights therein.

11. CONFLICT OF INTEREST

During the term of this Agreement, Vendor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of Town. In the event of an unanticipated conflict of interest arises, Vendor shall immediately so inform Town.

12. APPROVAL BY TOWN

Before this Agreement shall become effective and binding upon Town, it must be approved by Town's Manager and/or Town Council. In the event that the Town Manager and/or Town Council fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Vendor hereunder, shall be assigned in whole or in part by Vendor without the prior written consent of Town and such attempted assignment shall be null and void and a material breach of this Agreement and shall transfer no rights to the purported assignee.

The Vendor may engage such subcontractors or professional associates as Vendor may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the Services specified in **Exhibit "A"** shall be subject to the prior written approval of Town. Employment of such subcontractors or professional associates in order to complete the Services set forth in **Exhibit "A"** shall not entitle Vendor to additional compensation beyond that set forth in Section 4. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subcontractors or professional associates.

14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of Services hereunder, Vendor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Vendor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Vendor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

16. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. § 41-4401, Vendor warrants to Town that Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Vendor acknowledges that a breach of this warranty by Vendor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Town retains the legal right to inspect the papers of any employee of Vendor or any subcontractor who works on this Agreement to ensure compliance with this warranty.

Town may conduct random verification of the employment records of Vendor and any of its subcontractors to ensure compliance with this warranty.

Town will not consider Vendor or any of its subcontractors in material breach of the foregoing warranty if Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Section must be included in any contract Vendor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" for purposes of this section are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

17. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Agreement are to be and remain the property of Town and are to be delivered to the Contract Administrator before final payment under this Agreement is made to the Vendor or upon termination, abandonment, or suspension of this Agreement for any reason.

18. INDEMNIFICATION

The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of

Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

Vendor shall indemnify and hold harmless Town against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of Agreement performance or use by Town of materials furnished or Services performed under this Agreement. The Vendor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against Town and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods or materials by reason of the use or sale of any goods or materials furnished under this Agreement and the Vendor further agrees to indemnify Town against any and all expenses, losses royalties, profits and damages including courts' costs and attorney's fees resulting from the bringing of such suit or proceeding including any settlement or decree of judgment entered therein. It is expressly agreed by the Vendor that these covenants are irrevocable and perpetual.

20. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

21. NO AUTHORITY TO BIND TOWN

The Vendor has no authority to enter into contracts or agreements on behalf of Town, or in the name of Town, and nothing in this Agreement is to be construed to provide such authority.

22. DECLARATION BY VENDOR

Vendor declares that the Vendor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be performed under this Agreement.

23. NOTICE

Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

24. WAIVER AND SEVERABILITY

None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of

such party and delivered to the other party. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

25. INSURANCE

- (A) The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 - i. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - ii. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 - ii. Statutory Workman's compensation.
- (B) The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- (C) Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- (D) The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.
- (E) The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance

policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile or so called "PDF" signature. The parties intend that faxed or "PDF" signatures constitute original signatures and that a fully collated agreement containing the signatures (original, faxed or PDF) of all the parties is binding upon the parties.

27. INCORPORATION OF RECITALS

The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

28. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

29. CONSTRUCTION

The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

30. DISPUTES, GOVERNING LAW

Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning.

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

32. LICENSES

Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

33. PERMITS AND RESPONSIBILITIES

Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

34. LIENS

Vendor shall hold Town harmless from claimants supplying labor or materials to the Vendor or subcontractors in the performance of the Services under this Agreement. Vendor shall deliver appropriate written releases, in statutory form, of all liens to Town.

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

36. TAXES

Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendor's performance of this Agreement. Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor.

37. INCORPORATION BY REFERENCE

All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

38. SURVIVAL

All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

39. Prohibited Boycott. Pursuant to A.R.S. 35-393.01, the Vendor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this __ date of _____, 2017.

TOWN OF FLORENCE:

VENDOR:

By: _____

By: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford. L. Mattice, Town Attorney

Exhibit "A"

Pro-Tec Environmental – Scope of Work Town of Florence

- 1) To clean sewer lines we use a combination sewer cleaning truck. The truck carries 1500-gallons of fresh water and has an 1800-gallon debris tank to hold everything that is vacuumed out of the sewer system.
- 2) The truck carries 800 feet of 1" pressure jetter hose that can pump 80-gallons a minute at 2000 PSI. The hose goes up the sewer line from one manhole to the next and then is pulled back under pressure flushing all of the debris down to the manhole where the truck is located. As the debris is flush back to the truck, we use the 8" vacuum hose to pick up all of the debris that has been flushed out of the sewer system. The trucks carry different nozzles and cutters that are used to clean and cut roots depending on what we find in the sewers and the size of the pipe we are working in.
- 3) To clean the sewer system we start at the top of the system and clean towards the bottom where there is a lift station or a waste water treatment plant.

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON TUESDAY, SEPTEMBER 5, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

Ms. Kristen Gramando, Florence Toastmasters, stated that the Toastmasters began 11 years ago with the majority of members being Town employees. She is one of the three current members that have been members since its inception. The Toastmasters is an international organization with a purpose of improving communication and leadership skills. The organization was started 90 years ago, and as a result, members gain self-confidence and personal growth. She stated that the Florence Toastmasters meet every week at noon at the Green Tree Inn. She explained how the meetings are conducted and that it is a safe environment to help with public speaking. She invited everyone to attend their meetings.

PRESENTATIONS

Presentation of a Years of Service Award to Bill Hawkins for 8 years of service and dedication to effective local government in Arizona.

Mayor Walter presented Councilmember Hawkins his service award. She stated that he has served the constituents very well and has always brought forward their comments and concerns to the Council. His service is very much appreciated.

Councilmember Hawkins stated that he appreciates the community's support that he has received while on the Council. Being on the Council has been a great learning experience and

Florence Town Council Meeting Minutes

September 5, 2017

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he has always tried to get the answers for the citizens. He stated that Florence is moving forward and outlined the great attributes of the Town. He stated that the Town has great citizens and staff.

Presentation on the Youth Program Day at the League of Arizona Cities and Towns Annual Conference. (David Lewis and Kim “Koko” Hunter)

Mr. David Lewis, Recreation Leader III, stated that he had the opportunity to work with the teens since last year. He thanked the Council for the opportunity in which he and Mr. Hunter took four teens to the Youth Program at the League of Cities and Towns Annual Conference.

Ms. Skylar McHafee, Florene Teen Council, spoke of her experience at Youth Day. She stated that she has been part of the Teen Council for 1 ½ years. She was chosen to present the Town of Florence Flag at the conference, which was an honor for her. She stated that the Florence Teen Council members interreacted with other youth and had them engage with them in a variety of games and events, which provided a great bonding experience for all. She stated that she encourages other Teen Council members to attend if provided the opportunity to do so.

Mr. Jariah Jones, Florence Teen Council, spoke of his experience at Youth Day. He stated that he has been part of the Teen Council for 1 ½ years. This was his second year attending the Youth Day. He stated that they networked a lot while at the event and worked a lot with the Miami Teen Council as well as other Teen Councils. The Florence Teen Council is well recognized for what they do and it was a great experience to share what they do with other Councils. He stated that it was also a great experience to have the other two Florence members to step out of their comfort zones and do leadership activities.

Mr. Kim “Koko” Hunter, Teen Council Liaison, stated that they attended the League Conference last year and had only been in formation for approximately one month. He stated that the growth of the Teen Council over the year is evident. He stated that there was a 30-minute lunch period in which there was nothing going on in the room that they were in. Most teens were playing on their phones waiting for the time to pass by. Mr. Lewis asked the coordinator of the event if they could do something during the down time, which she agreed to. The Florence Teen Council had taken their sound equipment with them and played music and games. They were able to raise the energy and help boost the participants. They engaged with everyone in the room and had them dancing and enjoying themselves. He commended that the Florence Teen Council for what they did and stated that the Florence Teen Council may be facilitators at next year’s conference.

Mr. Hunter thanked the Council for allowing their teens to be in leadership positions. He stated that the teens will be able to utilize the leadership skills that they are learning throughout their life.

Mayor Walter thanked Mr. Hunter and Mr. Lewis for their presentation and stated that she can see how much they have grown in the last year. Their presentations were great.

Mr. Brent Billingsley, Town Manager, stated the Florence Teen Council has grown tremendously in the last year. They have shown their leadership skills as well as their professional skills and they have left many in awe. He stated that the teens that went last year were shy and bashful

and this year they were the leaders. He has spoken with the staff of the Arizona League of Cities and Towns to ask for the Florence Teen Council to facilitate and do a portion of the entertainment at next year's event. He stated that many communities approached him and asked for the secret to their success, how they got the kids involved and how they evolved so much in one year. He stated that all the credit belongs to Mr. Hunter, staff and the Council. He stated that the sky is the limit on how many leaders the Town can create, prosper and assist the community moving forward.

Mayor Walter inquired if the Florence Teen Council has any plans for the Town's Community Service Day.

Mr. Lewis stated that he has proposed to the Florence Teen Council that they sand and repaint all of the tables and benches at Main Street Park along with all of the Ramada poles that have graffiti on them for the Make A Difference Day event.

Councilmember Anderson stated that there was so much interest at the Florence Teen Council Table at the League Conference that it was difficult for him to reach the table because of everyone surrounding it.

Presentation on upcoming special events.

Ms. Alison Feliz, Recreation Coordinator, provided an overview of the upcoming events from September through December 2017, in which she outlined the following:

- Upcoming Town sponsored events:
 - Munch and Music
 - Mariachi Munch and Music held last year was well attended
 - 2nd Wednesday of every month
 - October through March
 - Local artists who perform will be volunteering their time and talent
 - 11:00 am to 1:00 pm at Padilla Park
 - Movie in the Park
 - Event has outgrown Padilla Park
 - "Smurfs the Lost Village" movie
 - Saturday, October 14, 2017
 - 6:30 pm at Aquatic Center Multi-Purpose Fields
 - Make a Difference Day
 - Saturday, October 28, 2017
 - Five projects identified
 - They are seeking volunteers
 - 6:00 am to 12:00 pm
 - Meet at Library and Community Center
 - Halloween Fright Fest
 - Tuesday, October 31, 2017
 - Being moved to Historic Main Street from 6:00 pm to 8:30 pm
 - Trick or treat, trunk or treat and play homemade carnival games
 - Costume Contest
 - Pumpkin Carving Contest

- Will have various vendors
- Accepting candy donations at Police station, Police Sub-station at Anthem and the Community Center
- 85th Annual Jr. Parada
 - Saturday, November 25, 2017
 - Parade begins at 10:00 am
 - Rodeo begins at 1:00 pm
 - Rodeo may start on Friday if they receive enough participants
 - American Legion will host a street dance in the evening
 - Florence Teen Council will host an event at Padilla Park in the evening
 - Greater Florence Chamber of Commerce is also sponsoring their Small Business Saturday the same day.
- Main of Lights/Adopt a Storefront
 - Encourage business owners decorate their storefronts
 - Businesses not on Historic Main Street are invited to “adopt-a-storefront”
 - November 27, 2017 through January 5, 2018
 - Historic Main Street will illuminate the month of December to capture the holiday spirit and draw people to Main Street
- Christmas on Main Street
 - Friday, December 1, 2017
 - 6:00 pm and parade begins at 8:00 pm
 - Pictures with Santa, make and takes, vendors, carolers, vendors and gingerbread house contest
 - Encourage businesses to get involved
- Breakfast with Santa
 - Enjoy breakfast with Santa at our Library and Community Center
 - 8:00 am to 11:00 am
 - \$5.00 per person
 - Registration for this event is required
- Upcoming events in Town (not Town sponsored)
 - Homecoming on September 15, 2017
 - Post Office Dedication on September 16, 2017 at 8:30 am
 - Demo Derby on October 7, 2017
 - AZ Run for the Fallen on October 14, 2017
 - Arts in the Park on November 4, 2017
 - Fall Fun Fly In on November 11, 2017
 - Jingle Bell Run on Saturday, December 2, 2017 – pending

Presentation on Florence Unified School District Override Election

Mr. Richard Franco, Director of Public Relations for Florence Unified School District (FUSD), stated that FUSD has so much synergy with the Town. There have been several projects and events that they mutually support. He thanked Mayor Walter for writing a letter of support for the upcoming bond and override. He stated that they have also received support from Supervisor Goodman and Supervisor Rios.

Mr. Franco provided a presentation, in which he outlined the following:

- FUSD has approximately 9,200 students
- FUSD operates 12 schools
- Funding
 - Two types of funding that are not grant based or federal
 - Maintenance and Operations (salaries)
 - Capital (capital projects, buses, technology, desks buildings roofs, air condition units, etc.)
 - Capital budget has been cut by approximately 85% by the State of Arizona
 - If everything was the way it was in 2007 and continued status quo, they would have approximately \$4.6 million of capital funding each year to operate the District; however, they have \$560,000 for all 12 schools and 9,200 students.
- FUSD Bond/Override
 - Bond money can be spent on capital projects
 - Override money can be used for salaries.
 - Districts can ask for up to 15% and most districts ask for 10%
 - FUSD is being responsible with their money and is asking for 8% override which will allow for:
 - Salary increases
 - Certified personnel will receive a \$1,000 salary increase in Year One
 - Will allow for incremental raises after Year One
 - Classified personnel will receive a \$0.50 per hour salary increase in Year One
 - Would like to eliminate the pay to participate
 - Pay to participate is a barrier that keeps students from learning soft skills
 - Changes will cost approximately \$2 million of approximate \$4.6 million total received in Year One, if approved
 - Will utilize remaining funding for a viable curriculum for K – 8 in reading and writing
 - Have adopted Eureka Math which is a curriculum that was adopted as national standards and state standards
 - FUSD will need to pay hefty fees for curriculum that is needed
 - Will be able to pay for all upfront fees in Year One
 - Will be able to provide professional development and growth opportunities for their 544 teachers
 - FUSD replace approximately 130 teachers annually
 - Will give incremental raises and will invest in their professional growth
 - Want teachers to see that they are making an investment in them and hopefully they can retain more teachers and see a lower turnover.
 - Total \$4.6 million will be reinvested back into the FUSD
- Proposition 206 raises minimum wage to \$12.00 per hour; however, the State is not providing funding to the school districts
 - Proposition 206 will cost the FUSD approximately \$2.5 million
 - Bond Information
 - \$25 million (\$50 million limit)
 - Technology is vital since 2007
 - All three high schools are one to one computing and every student has a laptop
 - All K-2 students use tablets
 - Grades 3 – 8 uses classroom laptops
 - All software, repair and maintenance costs approximately \$1.7 million per year

- Buses
 - Had to purchase 8 busses last year to run their fleet
 - Buses cost between \$135,000 to \$150,000 each
 - FUSD needs to lease or finance the purchasing of buses
 - District is expected to have 14,000 students by 2025
 - Would need approximately 70 buses to transport students
- Security
 - Security systems need to be replaced
 - Will cost approximately \$500,000 in replacements for all 12 campuses
- Copiers
 - Need to replace outdated copiers
 - Cost between \$10,000 - \$15,000 per copier to replace plus an annual maintenance plan on each copier
 - Goal is to place a mass copy machine in each wing of every school in the District
 - Current copiers have 5 million plus copies on them which results in a lot of down time due to continual repairs
- Facility Safety
 - Playgrounds and fields
 - Need to be replaced or upgraded
 - Steve McKane practice complex at Florence High School
 - Florence High School is the only high school that does not have a practice field.
 - There are no community spaces for fields and playgrounds
- Total combined tax rate that the FUSD has been receiving since 2007 is \$5.32 per \$100 of assessed valuation.
 - In 2007, they were \$7.79 per \$100 of assessed valuation.
 - Local contribution property taxes have decreased as well as state funding.
 - Cost
 - Asking for a \$1.30 per \$100 assessed valuation increase above the \$5.32 per \$100 of assessed valuation. The total would be \$6.62 per \$100 of assessed valuation.
 - Will still be below the five- year average.
 - The increase would be \$130 on a \$100,000 home.
- Parent Survey
 - Parents were asked how satisfied they were overall with each of the following of their child's school?
 - Administrators
 - Parent Involvement
 - Transportation
 - Extra-curricular programming
 - 65% stated that they were completely satisfied or somewhat satisfied. The parents and community members know that they are not valuing in paying their teachers correctly. The override will show that they support their teachers and want good teachers for their classrooms.

Councilmember Wall inquired if there will be two separate issues on the ballot.

Mr. Franco stated that there will be two separate issues on the ballot and it will be an all-mail ballot. The cost to have the election is approximately \$60,000 and the ballots should be received by October 10, 2017 and you will have until November 7, 2017 to return the ballots.

Councilmember Anderson inquired how does someone get the State and its legislators to recognize the problem with funding for education.

Mr. Franco stated that people are not voting. He stated that people need to vote. The community needs to be engaged.

Mayor Walter stated that the Town and the FUSD work so well together. She stated that John Nixon wrote an excellent piece for the Florence Reminder regarding the partnership and IGA. It is for the benefit of the entire community, to be able to use both school and town venues to communicate to the public.

Mr. Franco stated that there are flyers available for the public. He asked that anyone who has questions, to please reach out to him.

Councilmember Wall inquired if he had provided this presentation elsewhere.

Mr. Franco stated that he has presented the presentation to all FUSD staff. He will be doing the presentation at the following:

- Family barbeque in Copper Basin in which a family will be hosting
- At the Anthem Ballroom on September 22, 2017
- Will be presenting to the HOAs

Mr. Franco stated that he is willing to do a presentation should anyone request it.

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. Resolution No. 1639-17:

Mayor Walter read Resolution No. 1639-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING TRIBAL GAMING FUNDS GRANTED BY THE GILA RIVER INDIAN COMMUNITY, ON BEHALF OF THE PINAL COUNTY HISTORICAL SOCIETY, IN THE AMOUNT OF \$4,200, FOR LIGHTING IMPROVEMENTS AT THE PINAL COUNTY HISTORICAL MUSEUM. (Jennifer Evans)

b. Resolution No. 1640-17:

Mayor Walter read Resolution No. 1640-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND ADOPTING THE UPDATED PINAL COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2016. (David Strayer)

- c. Approval of accepting the register of demands ending July 31, 2017, in the amount of \$3,242,984.34. (Joe Jarvis)**

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried to approve the Consent Agenda, as written, with the exception of item b.

- b. Resolution No. 1640-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND ADOPTING THE UPDATED PINAL COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2016.**

Councilmember Anderson asked Chief Strayer to provide a brief explanation of the plan.

Mr. David Strayer, Fire Chief, stated that the Hazard Mitigation Plan is a county-wide evaluation of hazards that exist throughout the County that may qualify for FEMA funding. He stated that the County does this on a regular basis and meets with all the Towns including Florence to identify specific hazards, as outlined in the Plan.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adopt Resolution No. 1640-17.

NEW BUSINESS

Discussion/Approval/Disapproval to enter into an Automatic Aid Agreement of Mutual Protection and Assistance in the field of fire and emergency medical services in an area located within the boundaries of the City of Coolidge and near the Town boundaries of Florence, specifically, the intersection of Attaway Road and Highway 287, and the adjacent roadways leading into the intersection.

Chief Strayer stated that there have been several serious accidents at the intersection of Attaway Road and Highway 287. He stated that even though the area is located within the City of Coolidge's municipal boundary, it is in very close proximity to the Town of Florence and is heavily used by Florence residents.

Chief Strayer stated that they have a similar agreement with Rural Metro for the north side of Town.

Chief Strayer stated that the agreement will allow the Town to automatically respond to any incident that occurs in that area. He stated that they already respond; however, there is a delay in response time due to waiting for approvals. He stated the mutual aid agreements will shorten the response times, which is critical due to the type of injuries that occur at the intersection.

Councilmember Anderson inquired who calls the Town.

Chief Strayer stated that 911 will route the calls. Once the Town is made aware, they will respond with a unit. The process is already in place and they use the system every day.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to approve an Automatic Aid Agreement of Mutual Protection and Assistance in the field of fire and emergency medical services in an area located within the boundaries of the City of Coolidge and near the Town boundaries of Florence, specifically, the intersection of Attaway Road and Highway 287, and the adjacent roadways leading into the intersection.

MANAGER'S REPORT

Mr. Billingsley congratulated Chief Hughes for being published in a Russian educational journal about the use of force in crisis for police. He congratulated Lisa Garcia, Deputy Town Manger/Town Clerk, who was a contributor to an article titled "Maker Spaces bring STEM Lessons To Life" that was published in the Heinmen Magazine and Journal.

Mr. Billingsley stated that the 30th Annual Pinal County Town Hall will be held October 19, 2017 in which he will be a speaker at the conference.

Mr. Billingsley stated that they received notification on August 18, 2017 that the Town has been awarded a Pet Safe Grant for \$10,000 for upgrades to the Town's Dog Park. He stated that there were 213 applications and only 25 communities received funding.

Mr. Billingsley read an email he received, which read:

"Dear Mr. Halt and Ms. Cetta,

We wanted to thank you for your assistance in hosting the virtual dementia tour at the Library, on Thursday, August 31st. The building was a wonderful place to offer this important experience wishing to learn more about aging and living with Alzheimer's or related dementia. We wanted to express our special gratitude to the assistance we received from Megan [Cetta] as well as Ashley Padilla and Glen Jones. They went above and beyond to make sure every question was answered and that help was available as needed.

The staff from the Western Arizona Council of Governments Area Agency on Aging remarked on how smoothly things went.

Thank you to your facility and staff. Please know that your hospitality is greatly appreciated."

Mr. Billingsley stated that construction is about to begin for Phase II of Highway 79 Diversion Dam Road Project. The Town did the pre-cursor improvements including paving Diversion Dam Road, relocation of an irrigation canal and widening of the intersection. ADOT will be placing signal poles at the intersection. Following the installation of the poles, ADOT subcontractors will modify the striping and will do the cleanup. All of the work should be completed by September 11, 2017.

Mayor Walter asked Mr. Billingsley to address the underground work being done on Hunt Highway.

Mr. Billingsley explained that plans, which were submitted and approved by the Town when Anthem at Merrill Ranch was approved, included regional improvements, including Hunt Highway as well as drainage improvements to get storm water and drainage away from that roadway and regional pedestrian corridors within two locations along Hunt Highway. The work being done is for construction of the drainage work and pedestrian pathways.

Mayor Walter stated that the two areas of concern are:

- Flooding by the Florence Hospital at Anthem
- Walk-thru is going underneath where the Fire Sub-Station is located.
 - Will water be flowing towards this area or away from it
 - Why was this specific location chosen?

Mr. Billingsley stated that it was designed that way in the initial plan set. He stated that one of the things that was not completed is the ability to separate the flood flows from the pedestrian walk way. He stated that headwalls are being poured, culverts are being extended and finished. The drainage channel is further north of the station and the pedestrian channel is to the south. The challenge that they have is a grade difference. The drainage channel is higher than the pedestrian channel. Upstream and downstream improvements need to be done to keep drainage separated from the pedestrian crossing. They have an acceptable design that was approved.

Mayor Walter stated that there has been vandalism at the Dog Park in the Anthem area.

DEPARTMENT REPORTS

- a. Community Services**
- b. Courts**
- c. Development Services**
- d. Finance**
- e. Fire**
- f. Police**

Councilmember Anderson stated that the pedestrian tunnels were referenced in the Development Services Report; however, it is not clear how the tunnels will circle around the Fire Sub-station.

Mr. Billingsley explained where the pedestrian tunnels will be located. He explained that Johnson Utilities requested use of the easement to run a treated effluent recharge pipeline, which is what brought about the Town's concern about the improvements not being completed. He stated that the area is already congested with future improvements. The Town has not had any conversations with Johnson Utilities.

Councilmember Anderson inquired about what is happening with the McDonald's Restaurant.

Mr. Chris Salas, Development Services Director, stated that the McDonald's has submitted tenant improvements for Phase I improvements which include minor interior improvements including the fascia of the building and the entrance way as well as striping to allow for double drive-thru.

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson stated that League of Arizona Cities and Towns Annual Conference was very educational.

Councilmember Hawkins invited everyone to attend the re-dedication of the Post Office to the Adolfo “Harpo” Celaya Post Office on September 16, 2017. He stated that Mr. Celaya is a true hero. He served in World War II on the USS Indianapolis, which sank. Mr. Celaya is one of the 300 survivors, of which only 18 are still alive today. He stated that he served in one of the most important missions during World War II. If they had not completed the mission, the US may not have won the war.

Councilmember Wall stated that she is impressed with all of the Special Event programs that the Town offers.

Councilmember Larsen stated that she enjoyed the opportunity to attend the League Conference and it was a great learning experience. She stated that many conferences that she attended were geared towards small towns and cities, which she found unrelatable as Florence is a little big city. She stated that staff makes Florence great. She is looking forward to participating in the “Make A Difference Day” event.

Vice-Mayor Woolridge stated the USS Indianapolis was located underground and has been relocated. Mr. Celaya was interviewed regarding the relocation of the ship. She stated that the League hosted a great conference and it was a great opportunity to network with those from other cities. She stated that El Mirage complimented the Town’s Development Services Department and stated that they were impressed with the Tour that they received and on how the Development Services Department operates.

Mayor Walter stated that the League Conference was a great experience. The Florence Youth Council did an amazing job and their presentation was outstanding. She stated that she is excited for all of the events that are taking place in the Town.

ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- Town's position and instruct its attorneys regarding 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.
- Possible discussions and contract negotiations with Startup Pavilion, LLC dba: Innovation Pavilion, and other associated parties, for the proposed development of an innovation campus project.
- Possible discussions and contract negotiations related to the Town's purchase of water credits.
- Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 - 000325.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Vice-Mayor Woolridge, and carried to adjourn the meeting at 8:48 p.m.

Tara Walter, 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 5, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE REGULAR COUNCIL MEETING HELD ON MONDAY, SEPTEMBER 18, 2017, AT 5:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 5:30 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

WORK SESSION WITH THE FLORENCE INDUSTRIAL DEVELOPMENT AUTHORITY REGARDING THE FLORENCE FAÇADE IMPROVEMENT PROGRAM.

Ms. Jennifer Evans, Management Analyst, stated that the program has been a requested program for over a year. There was no funding for this program in the Fiscal Year 2016/2017 budget.

Ms. Evans provided a presentation, in which she outlined the following:

- Overview
 - Local Façade Improvement Program is listed as a task under Community Vitality in the Strategic Plan
 - Fiscal Year 2017/2018 Town Budget includes \$20,000 for program implementation
 - Purpose is to improve commercial building facades in the slum and blight designated Florence Redevelopment Area to encourage economic activity
 - 50/50 matching reimbursable grant up to \$5,000
 - Grant applications are processed and awarded on a first come, first serve basis
- Eligible participants
 - Property owners and tenants of commercial buildings within the slum and blight designated Florence Redevelopment Area
 - Commercial tenants must have written approval to apply from the property owner
 - Applicants may apply more than once but can only receive one award in a five-year period
- Eligible improvements
 - Improvements must visually enhance the property as viewed from the public right away
 - Improvements must meet all Town of Florence Building and Safety Codes upon completion of work
 - Improvements include:
 - Façade repair and restoration – painting, awnings, doors and windows, façade and display lighting
 - Accessibility improvements for ADA compliance
 - Landscaping
 - Demolition of obsolete structures
 - Addition of patio or outdoor space
- Program administration

- Proposed administration by the Florence Industrial Development Authority with assistance from Town Staff
- Award recommendations made by an IDA Review Committee and approved by the IDA
- Program goals:
 - Encourage well-designed improvements
 - Restore or improve architectural elements on the structure
 - Visually improve facades to encourage economic growth in the redevelopment area
- Application and implementation process
 - Complete and submit an application to Florence Town Clerk on behalf of the IDA
 - IDA Review Committee evaluates applications, IDA approves application
 - IDA issues a Notice to Proceed
 - Applicant secures all required building permits through the Town of Florence
 - Applicant submits receipts to IDA for completed work
 - IDA Review Committee inspects completed project
 - IDA issues reimbursement to the applicant
- Next Steps
 - Finalize program details
 - Town Council approves program and IDA contract
 - Advertise the program to commercial property owners and tenants in the Florence Redevelopment Area
 - Receive applications

Ms. Barbara Kelley, Florence Industrial Development Authority President, stated that the IDA is very enthusiastic about the program and is excited to partner with the Town to help the downtown area thrive.

Mayor Walter inquired if the 50/50 matching grant will be per building or per property owner.

Ms. Evans stated that the intent is per building and it will be better clarified in the program.

Mr. Brent Billingsley, Town Manager, stated that a tenant can apply so long as the owner's written authorization is obtained.

Councilmember Anderson inquired when the Town can start accepting applications.

Ms. Evans stated that this item will come before the Council on the October 2, 2017 Council meeting for consideration. Once the program and the contract with the IDA are approved, staff can start accepting applications.

Councilmember Larsen inquired about the process in regards to funding, the permitting process, and Historic District Advisory Commission approval. She inquired if the funding would be lost if their permit was disapproved.

Ms. Evans stated that the Town is flexible and will work with applicant to modify the application. The goal is to assist the applicants.

Councilmember Wall stated that if the project is successful, she would like to see this continue in future years. She inquired about financial responsibility and would like to see some type of verification of estimates that is provided by the applicants, before and after the project is completed and before the distribution of funds is made as it relates to the entire project and not only the grant amount.

Ms. Evans stated that Councilmember Wall's suggestion will be incorporated into the program.

Mr. Billingsley suggested that a member of the Historic District Advisory Commission and a staff member from Development Services be on the IDA evaluation committee. This will help mitigate issues that Councilmember Larsen addressed.

Councilmember Anderson inquired how many times an applicant can apply.

Ms. Evans stated that an applicant can apply as many times as they would like; however, they are only able to receive funding one time per every five years. She stated that there are several reasons why a project doesn't come to fruition, and they do not want to penalize an applicant from applying for different projects, if not previously funded.

Mayor Walter asked that the application be clarified to address that the application is per building, or parcel, and not per applicant.

Mr. Henry Padilla, IDA member, inquired about the indemnification clause, and inquired if the IDA is included in that.

Mr. Billingsley stated that the IDA would be included. The Town is providing funding only and is not involved in the contracting, etc.

Mr. Ty Schraufnagel, IDA member, stated that the verbiage is important as well as how the program is marketed. He stated if the application process is too rigid, they lose the momentum. He stated that there should be a lot of excitement regarding this program as it was a program that everyone asked for.

Councilmember Hawkins inquired if they can seek donations to supplement the program, and if so, would the donation be considered a tax write off. He inquired if signage is included in the program.

Mr. Billingsley stated that the IDA is not a 501(c)3; however, the Town is able to do so. Staff will need to research this further.

Ms. Evans stated that signage is included.

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PRESENTATIONS

Years of Service Award presented to Terry Tryon for 20 years of dedicated service. (Brent Billingsley)

Mr. Billingsley stated that Lieutenant Tryon has served the community for 20 years; however, it is 25 years of cumulative service because he was a reserve officer before he became a full-time officer. Lieutenant Tryon was hired on in 1989, left for three years to work for Pinal County, and then returned to the Town. Lieutenant Tyron was promoted to Sergeant in 2003 and to Lieutenant in 2007. He congratulated him for his 20 years of dedicated service to the Town.

Lieutenant Tryon thanked the Town for the award and stated that he has enjoyed working for the Town.

Years of Service Award presented to David Elliott for 35 years of dedicated service. (Brent Billingsley)

Mr. Billingsley stated that it is not common to see someone stay with an entity for 35 years. It not only speaks a lot of Mr. Elliott, but also the Town of Florence. Mr. Elliott started with the Town as a Grounds Maintenance Worker in 1982. He served in the Streets and Sanitation Divisions in the 1990s and became a Mechanic in 2003. He also has served the citizens as a part-time firefighter from 1989 – 2002. He congratulated Mr. Elliott for his dedication and service to the Town.

Mayor Walter presented Mr. Elliott with an award.

Mr. Elliott gave a brief overview of his tenure with the Town. He stated that enjoys working for the Town and has seen Public Works grow over the years.

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. Resolution No. 1641-17:

Mayor Walter read Resolution No. 1641-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 3; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)

b. Resolution No. 1642-17:

Mayor Walter read Resolution No. 1642-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 7; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)

c. Resolution No. 1643-17:

Mayor Walter read Resolution No. 1643-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 37; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)

- d. Approval of the submittal of the Fiscal Year 2018 Congestion Mitigation and Air Quality Improvement Funding Application for a Particulate Matter-10 certified street sweeper. (Jennifer Evans)**
- e. Ratification of the submittal of the Fiscal Year 2018 Water Infrastructure Finance Authority Technical Assistance Application for a Clean Water (Wastewater) Project. (Joe Jarvis)**
- f. Approval of the submittal of the Fiscal Year 2022 Pinal County Arterial and Bridge Program Funding Application for State Route 287/79B Intersection Improvement Project. (Jennifer Evans)**
- g. Approval of Intergovernmental Agreement No. 2017-03 with Pinal County to participate in the Pinal County Narcotics Task Force and to accept reimbursement of employee overtime costs and related expenses. (Daniel Hughes)**
- h. Approval of the August 7 and August 21, 2017 Town Council Regular Meeting minutes.**
- i. Receive and file the following board and commission minutes:**
 - i. February 22, and March 29, 2017 Historic District Advisory Commission meeting minutes.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written, apart from items a, b, c.

a. Resolution No. 1641-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR

ANTHEM AT MERRILL RANCH UNIT 3; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

b. Resolution No. 1642-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 7; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

c. Resolution No. 1643-17: Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 37; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Councilmember Anderson inquired if public hearings were held for the preliminary plats.

Ms. Michelle Orton, Planning Manager, stated that public hearings were held for the preliminary plats.

Councilmember Anderson asked that future staff reports indicate that the public hearing was held. He inquired about the Planned Unit Development (PUD) referencing the Anthem at Merrill Ranch HOA. He stated that he does not believe an Anthem at Merrill Ranch HOA exists.

Mr. Clifford L. Mattice, Town Attorney, stated that he is not familiar with the Anthem at Merrill Ranch's structure; however, the issues would be covered by the conveyance and restrictions (CC and R's), which is a private document.

Mr. Billingsley stated that the PUD is a legal document regarding the zoning overlay. The PUD holds a presence over any CC and R's from the zoning perspective. The CC and R's is a separate document that is private to the developer and is in place when the plats themselves are approved individually.

Mr. Jerry Baxter, Baxter Design Group, stated that he represents Pulte and Southwest Value Partners in the Anthem at Merrill Ranch Development area. He stated that when the PUD was presented, it was done prior to any development being done in that area. He stated that it was anticipated that the HOA would be in process. He stated that the legal name of the HOA does not need to be addressed in the PUD and it is not addressed in the past PUDs. He stated that it is just a general statement that there would be an HOA providing CC and R's coverage for the Anthem development.

Mr. Baxter explained that there are two types of properties in the area, Sun City and Parkside. Each of the areas are distinct and have different needs and rules for their respective areas. That is why there are two separate HOAs that cover each one of those development areas. He stated that with two separate development entities there needed to be a master developer, which was then formed and oversees the two separate entities and controls the development.

Discussion occurred on the CC and R's and PUDs and amendments to the PUD.

Councilmember Anderson inquired if all landowners must approve any amendments to the PUD.

Mr. Mattice stated that he will research this further and respond back to the Council.

On motion of Councilmember Anderson to table Resolution No. 1641-17, Resolution No. 1642-17, and Resolution No. 1643-17 until such time that Council receives a response back from Mr. Mattice.

Mayor Walter inquired about the ramifications in postponing the items.

Mr. Baxter stated that the questions being asked are irrelevant to the current development plans. He stated that the questions asked are legal questions regarding the HOA and the HOA controls the CC and R's. He stated that the Town does not control the CC and R's nor does it enforce the CC and R's.

Mr. Chris Salas, Development Services Director, stated that the owners of Unit 37, which is Southwest Value Partners, has been trying to sell this unit for quite some time. As part of the sales agreement, a final plat needs to be recorded. Southwest Value Partners has been waiting for three months to have Unit 37 come before Council.

Mr. Billingsley explained that the questions being posed have no bearing on the PUDs. He explained that the Town has had the PUD for three months; however, the Town has been working with the land owner to come to an agreement on several issues.

Councilmember Anderson inquired if the Town needs to have a Development Agreement with Southwest Value Partners before the PUD can be approved.

Mr. Billingsley stated that the Town has a Development Agreement with Southwest Value Partners, and is part of the master agreement that the Town has for all the parcels, which was approved in 2003.

Mr. Baxter stated that the Development Agreement does not run with the owner, it runs with the land.

The motion died for lack of a second.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to adopt Resolution No 1641-17, Resolution No. 1642-17 and Resolution No. 1643-17. Councilmember Anderson opposed.

Councilmember Wall stated that there has been concern about the homes in Unit 37 utilizing the amenities in the Parkside and Sun City communities as they will not be in a Pulte subdivision.

Mr. Baxter stated that the homes will be part of the Anthem HOA and will be assessed the HOA fees, the same as the other homes, and will have access to all amenities associated with being part of the HOA. He explained that the homes will be built to the same standards as the other homes.

Councilmember Anderson stated that it was requested, over a year ago, that Council have a review with Pulte on the PUD, the CC and R's and other applicable documents.

Mayor Walter asked Mr. Billingsley to schedule a worksession with Pulte.

NEW BUSINESS

Discussion/Approval/Disapproval to enter into a contract with TischlerBise Inc., for the completion of a Development Impact Fee Study and an Infrastructure Improvement Plan, in an amount not to exceed \$99,640.

Mr. Jess Knudson, Assistant Town Manager, stated that per State Statues, every city and Town must have a Development Impact Fee (DIF) and Infrastructure Improvement Plan (IIP) every five years. There are several laws that outline what types of fees can be collected and how those dollars are spent.

Mr. Knudson stated that the consultant will identify any types of future expectations for growth, projects that have been approved by Council and development agreement, amongst other things. They will analyze the data and come to a conclusion with regards to the IIP and DIF and what the impact fees will be moving forward.

The contract outlines many steps in which they will interact with staff and Council to allow for input throughout the process. There is a deadline to have the project completed no later than June 30, 2018; however, the expectation is to have it completed by the Spring of 2018.

Mr. Knudson stated that staff distributed a Request for Proposal (RFP) and received four proposals. The proposals ranged in experience and skill sets and the costs, ranging from \$85,000 to \$118,250. Staff reviewed the proposals and is recommending that the Town enter into a contract with TischlerBise Inc.

Mr. Carson Bise, President of TischlerBise, Inc. stated that they have completed DIFs for Pinal County, Apache Junction, Coolidge, Casa Grande, Eloy and Maricopa.

Mr. Bise stated that SB1525 drastically changed the landscape for development impact fees within the State. One of the challenges with implementing the law was that there was not any interpretation on a lot of the issues, and this challenge remains an issue.

Mr. Bise stated that they have done more impact fees in the State of Arizona than any other firm. They have done 15 SB1525 updates for over 30 communities and have a great depth of experience. He stated since coming out of the recession, it is harder to make development projections. The development projections are a major component of this type of update because, depending on the type of methodology that you choose, the development projections may leave the general fund exposed from a financial perspective.

Mr. Bise believes in public outreach and will have several public meetings with the home builders and the community. They also believe in using development impact fees to achieve town, city, or county land use, transportation, economic development and affordable housing

goals and policies. They will also have worksessions with the Council to discuss the direction of the Council regarding different fee categories.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to enter into a contract with TischlerBise Inc., for the completion of a Development Impact Fee Study and an Infrastructure Improvement Plan, in an amount not to exceed \$99,640.

MANAGER'S REPORT

Mr. Billingsley stated that the last showing of the USS Indianapolis was so successful and was requested that it be shown again. The showing will be on Veteran's Day and there will be a Q & A Session with Mr. Adolfo "Harpo" Celaya following the showing of the movie. He asked that those interested in attending register in advance to save your seat.

Mr. Billingsley stated that the Florence Police Department hosted a car seat training today at the Anthem Community Center. They taught individuals how to properly install car seats as well as did inspections for seats that were already installed.

Mr. Billingsley read a letter that he received on September 11, 2017, which read:

"The Property Oversight Commission met to review primary property tax levy limits for county, cities and towns and community colleges, per A.R.S. § 42-17003. Upon our review of the levy limit for your governing body, as enclosed, the Commission found it to be in proper order. The Commission also determined that your jurisdiction was in compliance with the Truth in Taxation notices and hearing requirements."

Mr. Billingsley congratulated Mr. Joe Jarvis, Finance Director, and the Budget Committee for this accomplishment.

Mr. Billingsley stated that the commissioning of the traffic signal on State Route 79 and Diversion Dam Road will be tomorrow, September 19, 2017. It will be a busy intersection as they finalize the traffic signal and get power to it.

Mr. Billingsley stated that the Fire and Police Department asked that Councilmember Larsen be thanked for the treats that she purchased for them on September 11, 2017.

Mr. Billingsley stated that Mr. Dan Hughes, Police Chief, forwarded him approximately 40 thank you letters from the San Tan Heights K-8 School students and read a few for the record.

"Thank you, Florence Police Department for your service. My second-grade class at San Tan Heights K-8 and I want to thank you for all you have done for our community and this country. I hope you enjoy the letters. My class I hope that you will respond to our letters. Sincerely, Ms. Goldsmith and my Second Grade Class"

"Thank you for your help. My name is Ripley Rene Edgar and I watch shows about you. Do you look like this [picture of police officer]?"

"Thank you for your service. My name is McKenzie and I love Starbucks. Did you go to college?"

“Thank you for your service. My name is Sophia Ray. I found out about yourself and wanted to ask a question.”

CALL TO THE PUBLIC

There are no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen asked for volunteers for the Make A Difference Day. They are reaching out to the senior community and for those who need assistance. The volunteers can assist with changing of air filters, installation of smoke alarms, move heavy items, clean gutters, and other things that they may need help on. Forms are available at the Senior Center and Community Center for those who need assistance.

Councilmember Wall stated that Evie Clair will perform in the finals tomorrow night, September 19, 2017 and the winner will be announced on Wednesday, September 20, 2017. Ms. Clair’s father recently passed away.

Councilmember Anderson thanked Chief Strayer for forwarding the thank you note that the Fire Department received from a little girl.

Councilmember Guilin thanked the staff for the dedication of Adolfo “Harpo” Celaya dedication of the post office. She appreciated the Town’s involvement in the dedication.

Councilmember Hawkins stated that the weather was perfect for the dedication and it was well attended. He thanked the staff.

Vice-Mayor Woolridge stated that the dedication was an honor for Mr. Celaya as well as the Town. She sent her condolences and prayers to Ms. Evie Clair and family. She stated that Mayor Walter did a great speech at the dedication.

ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. **Town’s position and instruct its attorneys regarding threatened litigation in regards to real property with reverter clause in deed.**
- b. **Town’s position and instruct its attorneys regarding mutual aid agreement in fire services.**
- c. **Town’s position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.**

- d. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- e. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 - 000325.

On motion of Councilmember Hawkins, seconded by Vice-Mayor Woolridge, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to adjourn the meeting at 7:57 p.m.

Tara Walter, 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 18, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION
REGULAR MEETING HELD ON THURSDAY, MAY 11, 2017 AT 3:00 P.M. IN
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

1. CALL TO ORDER

Vice-Chair Rankin called the meeting to order at 3:03 p.m.

2. ROLL CALL:

Present: Curran, Hagemann, Rankin

Absent: Cochran, Noack

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

a. Discussion/Approval/Disapproval of minutes from the April 13, 2017 Regular Meeting.

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried to approve the minutes from the April 13, 2017 Regular Meeting.

b. Discussion/Approval/Disapproval of the Suter House Enrichment Academy and related Expenditures.

Discussion only.

Vice-Chair Rankin stated there were low participation numbers for the Open Studio events.

Commissioner Hagemann stated there were about 15 participants for the Drum Circle event. Commissioner Hagemann suggested that in the Fall the Drum Circle hours change from 3:00 p.m.- 5:00 p.m. to 1:30 p.m.- 3:00 p.m.

Liaison Hughes stated he will post to Facebook information on the Open Studio and Drum circle events in hopes to get more participants.

Liaison Hughes stated there may be expenditures for minor repairs that may need to be done to the Suter House. Commissioner Hagemann stated the block wall may need repairs done to it.

c. Discussion/Approval/Disapproval of available Arizona Commission on the Arts Grants.

Discussion only.

Liaison Hughes informed the Commission that the deadline for one of the Arizona Commission on the Arts Grants was missed. Liaison Hughes stated he hopes to apply for available grants in September. Liaison Hughes stated one of the projects he believes needs to be updated or created is a mural on Main St. Liaison Hughes stated the property owner would have to be contacted for permission to use the space.

d. Discussion of Vacant Lot Beautification through Public Art.

Liaison Hughes suggested contacted vacant lot owners to allow permission for the Commission and the Town to beautify their space. Commissioner Hagemann stated the Labyrinth idea would work in one of these vacant lots. Council Liaison Hawkins stated since the lots were private property, whatever is used to “beautify” the space, needs to be moveable, in case the owners sell the property. Liaison Hughes stated it was up to the Commission to come up with a design.

e. Discussion of Arts and Culture Programming- Fall 2017.

Liaison Hughes mentioned some programming ideas for the Fall; Open Air Art, music classes. Commissioner Hagemann suggested an Art Bash, where stations are set out with different supplies set out where participants can create their own designs.

Liaison Hughes reminded the Commission that the Parks and Recreation Department has an Organ that was donated, that they may use for future programming.

Liaison Hughes stated that the Pimp your Pony program was being planned for the Junior Parada Parade.

Liaison Hughes suggested the Arts & Culture Commission work local business on window décor for Christmas on Main.

Vice-Chair Rankin asked Liaison Hughes if the Community Forum was going to be planned for. Liaison Hughes stated that he hopes to have another Forum in November.

f. Discussion of Make a Difference Day.

Liaison Hughes did a quick synopsis about the Make a Difference Day. It's an annual event that is held on the fourth Saturday in October; the idea of the event is about neighbors helping neighbors. Liaison Hughes asked the Commission to think of ideas to help throughout the Community and make suggestions for the next regular meeting.

5. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.

Ms. Ruth Harrison suggested to the Commission that instead of a mural on Main St., they should consider a steel roof outdoor theater for Padilla Park.

John Anderson stated he would like to have a member from the Arts & Culture Commission volunteer to be on the Veterans Memorial Planning Committee.


6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY

Commissioner Hagemann invited the Commission to the next Drum Circle being held on May 27, 2017.

7. ADJOURNMENT

On motion by Commissioner Curran, seconded by Vice-Chair Rankin, and carried to adjourn the meeting at 3:37 P.M.

Approved:


Jorganne Cochran, Chairman

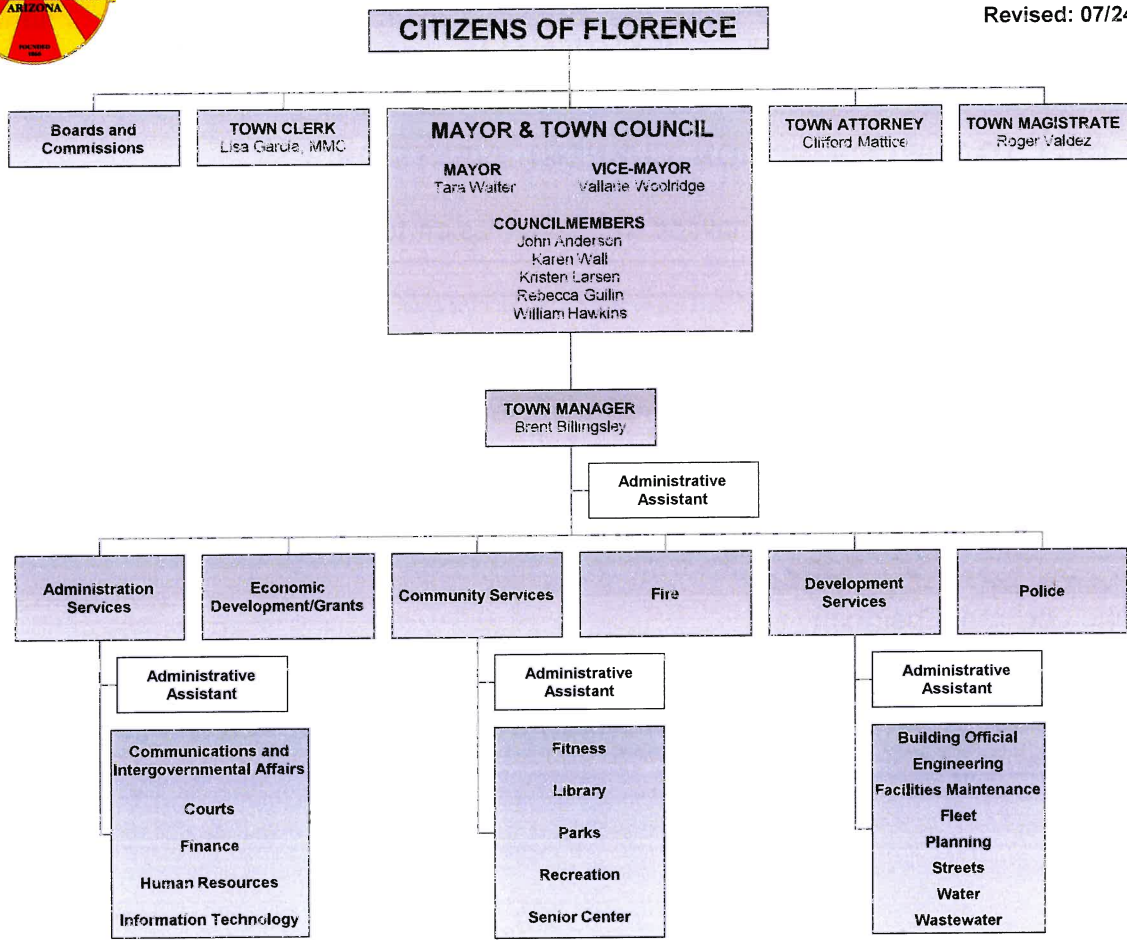
Posted 15th day of September, 2017, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at www.florenceaz.gov.




Town of Florence

Chart of Organization

Revised: 07/24/2017



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: October 16, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Chris Salas, Development Services Director/Town Engineer SUBJECT: Resolution No. 1646-17: Final Plat for Anthem at Merrill Ranch Unit 24		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1646-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 24; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS

BACKGROUND/DISCUSSION:

Pulte Home Company, LLC requests approval of Final Plat of Anthem at Merrill Ranch (AMR) Unit 24 the proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside Community of AMR.

There are 84 single-family residential lots proposed for this 25.16 +/- acre subdivision. The resultant density for this particular unit will be 3.37 dwelling units per acre. The PUD zoning permits an overall single-family residential density of 3.5 dwelling units per acre for AMR.

The Final Plat of AMR Unit 24 currently shows Lots 30-34 to be within the FEMA Flood Zone AE (100-year storm event). The Town of Florence and Pulte Home Company, LLC have agreed that there shall be no vertical construction until approval of the Letter of Map Revision (LOMR) revising the flood zone and establishing new boundary limits excluding the lots. The Resolution for this Final Plat will add an extra precaution to ensure that no homes will be constructed on the above-mentioned lots until the approval of the LOMR.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat for AMR Unit 24 was approved by the Planning and Zoning Commission on October 5, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 24 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Company, LLC. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1646-17
Final Plat for Anthem at Merrill Ranch Unit 24

RESOLUTION NO. 1646-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 24; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat for Anthem at Merrill Ranch Unit 24 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 24 was approved by the Planning and Zoning Commission on October 11, 2017.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 24 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. The Final Plat of AMR Unit 24, Lots 30-34 are within the FEMA Flood Zone AE (100-year storm event). There shall be no vertical construction until approval of the Letter of Map Revision (LOMR) revising the flood zone and establishing new boundary limits excluding the lots.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of October 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 24 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 24, LOCATED WITHIN THE NORTHEAST QUARTER IF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THEREOF; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, & J AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME COMPANY, LLC, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.

COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

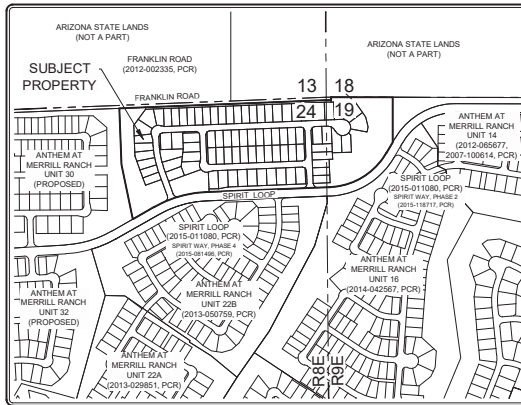
IN WITNESS THEREOF, I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20____.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR HERETO AS HEREAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2006, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



LOCATION MAP

1" = 400'

SHEET INDEX

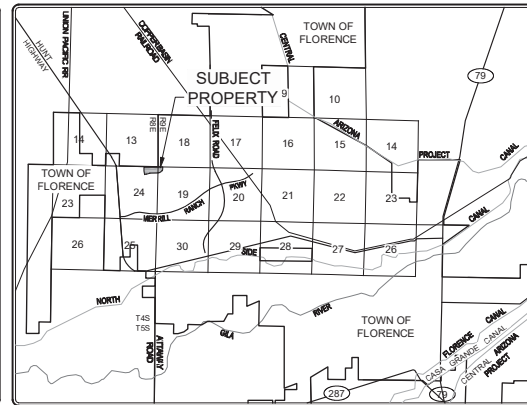
SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 24 LAYOUT
4	UNIT 24 LAYOUT
5	UNIT 24 LAYOUT
6	UNIT 24 SDT DETAILS

TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	3.6739	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT B	0.4419	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT C	0.7086	LANDSCAPE, DRAINAGE, STORM DRAIN, SEWER, PUBLIC UTILITY EASEMENT & RETENTION
TRACT D	2.4155	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT E	0.4875	LANDSCAPE, DRAINAGE, PUBLIC UTILITY EASEMENT & EMERGENCY ACCESS
TRACT F	0.0208	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT G	0.0198	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT H	0.0427	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT I	0.0427	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT J	0.0208	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNAL DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAILS) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 6 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- UNIT 24 LIES WITHIN FLOOD ZONES X AND AE, PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 0402100875E, DECEMBER 4, 2007 AND FEMA FIRM CASE NUMBER 15-09-0582P, AUGUST 28, 2015.
- LOTS 30 THRU 34 CURRENTLY SHOWN TO BE WITHIN THE FEMA FLOOD ZONE AE (100-YR STORM EVENT) SHALL HAVE NO VERTICAL CONSTRUCTION UNTIL APPROVAL OF A LOMR REVISING THE ZONE AND ESTABLISHING NEW BOUNDARY LIMITS EXCLUDING THE LOTS.



VICINITY MAP

NOT TO SCALE

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19, (THE NORTHWEST CORNER BEING A FOUND 3" GLO BC "1928" (BENT NORTH) AND THE NORTH QUARTER CORNER BEING A FOUND 3" GLO BC "1928"), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING S89°55'09"E, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2666.32'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 24 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT. A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.

COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL.

_____ NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT

ABANDONED AS PART OF THIS RECORDING

PCR NO.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	0.4497	COUNTY RIGHT-OF-WAY NE 1/4 SEC 24, T4S, R8E
DKT 375, PG 572, PCR	0.7672	COUNTY RIGHT-OF-WAY NW 1/4 SEC 19, T4S, R8E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____

DEVELOPMENT SERVICES DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____

TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY

OF _____, 20____.

APPROVED BY: _____ DATE: _____

MAYOR

ATTEST: _____ DATE: _____

TOWN CLERK

RECORDER

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: _____ Virginia Ross Pinal County Recorder By: _____ 3,378 D.U./AC Deputy

DEVELOPER / OWNER

PULTE HOME COMPANY, LLC
16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6037

SURVEYOR

BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	25,166.3 ACRES
OPEN SPACE	7,967.2 ACRES
RIGHT-OF-WAY AREA	3,279.9 ACRES
NET AREA	21,886.4 ACRES
TOTAL LOTS	84
PROPOSED DENSITY	3,378 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURYLINK
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/CENTURYLINK
POLICE	TOWN OF FLORENCE
	POLICE DEPARTMENT
FIRE	TOWN OF FLORENCE
	FIRE DEPARTMENT
SCHOOLS	FLORENCE UNIFIED
	SCHOOL DISTRICT

BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

BY SIGNING THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____

DEVELOPMENT SERVICES DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____

TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY

OF _____, 20____.

APPROVED BY: _____ DATE: _____

MAYOR

ATTEST: _____ DATE: _____

TOWN CLERK

UNIT 24

COVER SHEET

SHEET 1 OF 6

480.391.6037 (PH) 480.391.6037 (FAX) 480.391.6037 (CELL) 480.391.6037 (EMAIL)

NORTH 1/4 COR SEC 24
37' GLO BC "1928"
FOUND

FRANKLIN ROAD

FRANKLIN ROAD
(2012-002335, PCR)

ARIZONA STATE LANDS
(NOT A PART)

SCALE: 1" = 40'

RECORDER

STATE OF ARIZONA } SS
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as File No. _____

Request of: _____
Witness my hand and official seal: _____
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED) (UNLESS NOTED OTHERWISE)
- SECTION LINE TERMINATION POINT ON ROW INDICATES THAT PORTION OF THE EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- FLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- SECTION LINE TERMINATION POINT ON ROW INDICATES THAT PORTION OF THE EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

(AC) ACRES
(AL) ALUMINUM CAP
(BK) BOOK
(BR) BASIS OF BEARING
(CM) CONCRETE MASONRY UNIT
(SO) SOCKET
(FND) FOUND MONUMENT
(GLO) GENERAL LAND OFFICE
(LE) LANDSCAPE EASEMENT
(LS#) LAND SURVEYORS REGISTRATION No.
(M) MEASURED
(MOR) MORE OR LESS
(NO ID) NO IDENTIFICATION, (NO LS No.)
(NR) INDICATES LINE IS NOT RADIAL TO CURVE
(NTS) NOT TO SCALE
(P) PINAL COUNTY RECORDER
(PF) PAST
(PUB) POINT OF BEGINNING PUBLIC UTILITY FACILITY EASEMENT/
(PUE) DRAINAGE EASEMENT
(R) RECORD
(R #) RANGE LINE No. EAST
(R #) RADIAL BEARING
(R/W) RIGHT OF WAY
(S) SECTION
(SDE) STORM DRAIN EASEMENT
(SSE) SANITARY SEWER EASEMENT
(SPT) SPLIT EASEMENT, FRANCHISE
(T #) TOWNSHIP LINE No. SOUTH
(TWP) TOWN OF FLORENCE
(UVT) UNOBSTRUCTED VIEW TRAIL EASEMENT
(W) WATERLINE EASEMENT
(WME) WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

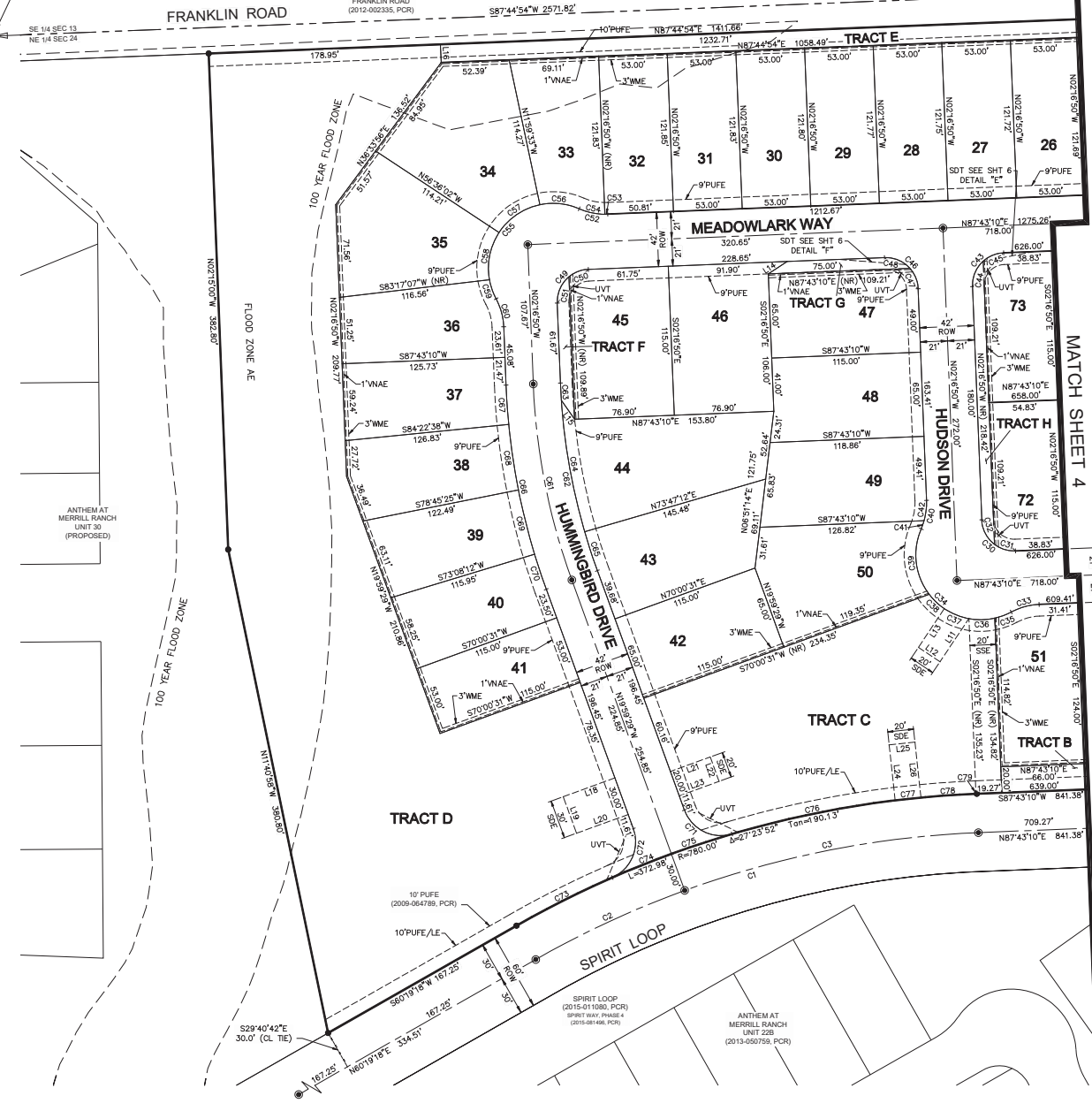
INC. SEPTEMBER 10, 2017
DESIGNED BY: MGG
DRAWN BY: STS
CHECKED BY: JWW
SCALE: FINAL PLAT
ISSUED: FEBRUARY 15, 2017

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 24

SITUATED WITHIN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 18 EAST AND THE NORTHWEST 1/4 SECTION 19, TOWNSHIP 40 NORTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 24
LAYOUT SHEET
SHEET 5 OF 6



LOT TABLE

LOT NO.	SQ. FT.	ACRES
26	6,450	0.1481
27	6,452	0.1481
28	6,453	0.1481
29	6,455	0.1482
30	6,456	0.1482
31	6,459	0.1482
32	6,459	0.1483
33	6,859	0.1575
34	10,232	0.2349
35	9,385	0.2155
36	6,904	0.1585
37	6,996	0.1606
38	7,254	0.1665
39	6,757	0.1551
40	6,345	0.1457
41	6,095	0.1399
42	7,475	0.1716
43	8,748	0.2008
44	10,793	0.2478
45	8,819	0.2025
46	8,911	0.2046
47	7,446	0.1709
48	7,521	0.1727
49	8,053	0.1849
50	9,315	0.2138
51	8,054	0.1849
72	6,277	0.1441
73	6,277	0.1441

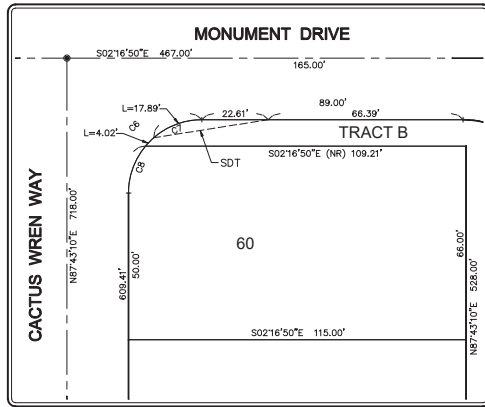
LINE TABLE

LINE	BEARING	DISTANCE
L11	S33°52'51"W	40.11'
L12	S56°07'09"E	20.00'
L13	S33°52'51"W	35.98'
L14	N56°45'21"E	17.49'
L15	S35°06'36"E	17.83'
L16	N02°15'08"W	14.00'
L18	N70°00'31"E	42.35'
L19	S19°09'00"E	30.00'
L20	N70°00'31"E	42.35'
L21	N70°00'31"E	32.65'
L22	S19°09'00"E	20.00'
L23	N70°00'31"E	32.65'
L24	N06°11'26"W	43.06'
L25	N83°48'34"E	20.00'
L26	N06°11'26"W	43.06'

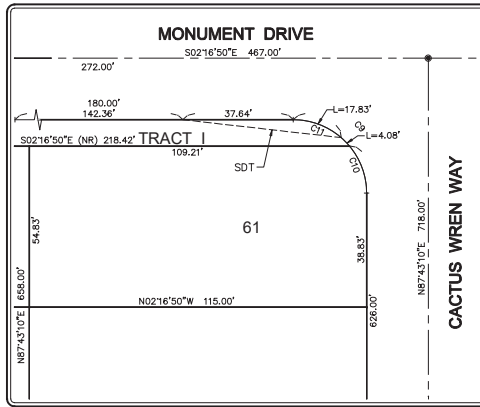
CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C1	358.64'	750.00'	272°3'3"	182.80'
C2	126.80'	750.00'	9°41'4"	63.55'
C3	231.83'	750.00'	17°42'39"	116.85'
C30	39.27'	25.00'	90°00'00"	25.00'
C31	17.36'	25.00'	39°47'31"	9.05'
C32	21.91'	25.00'	50°12'29"	11.71'
C33	22.85'	50.00'	25°50'31"	11.47'
C34	123.64'	50.00'	141°41'09"	143.92'
C35	13.50'	50.00'	15°28'20"	6.92'
C36	20.14'	50.00'	23°04'44"	10.21'
C37	20.57'	50.00'	23°34'04"	10.43'
C41	6.70'	50.00'	7°40'31"	3.35'
C42	15.85'	50.00'	18°09'59"	7.99'
C43	39.27'	25.00'	90°00'00"	25.00'
C44	21.91'	25.00'	50°12'29"	11.71'
C45	17.36'	25.00'	39°47'31"	9.05'
C46	39.27'	25.00'	90°00'00"	25.00'
C47	17.36'	25.00'	39°47'31"	9.05'
C48	21.91'	25.00'	50°12'29"	11.71'
C49	39.27'	25.00'	90°00'00"	25.00'
C50	16.27'	25.00'	37°17'16"	8.43'
C51	23.00'	25.00'	52°42'44"	12.39'
C52	22.35'	50.00'	25°50'31"	11.47'
C53	2.20'	50.00'	0°30'56"	1.10'
C54	20.36'	50.00'	23°19'35"	10.32'
C55	123.64'	50.00'	141°41'09"	143.92'
C56	31.03'	50.00'	35°31'4"	16.03'
C57	38.93'	50.00'	44°30'29"	20.51'
C58	38.09'	50.00'	43°39'11"	20.03'
C59	15.59'	50.00'	17°52'08"	7.86'
C60	22.55'	50.00'	25°50'31"	11.47'
C61	154.56'	500.00'	174°23'9"	77.80'
C62	148.06'	479.00'	174°23'9"	74.63'
C63	13.34'	479.00'	1°39'46"	6.67'
C64	103.14'	479.00'	122°12'2"	51.77'
C65	31.58'	479.00'	3°45'41"	15.80'
C66	161.05'	521.00'	174°23'9"	81.17'
C67	30.39'	521.00'	3°20'32"	15.20'
C68	51.11'	521.00'	5°37'13"	25.57'
C69	51.11'	521.00'	5°37'13"	25.57'
C70	28.44'	521.00'	3°07'41"	14.23'
C71	45.23'	30.00'	86°23'24"	28.17'
C72	45.23'	30.00'	86°23'24"	28.17'
C73	82.73'	780.00'	6°04'38"	41.41'
C74	49.14'	780.00'	3°36'36"	24.58'
C75	49.14'	780.00'	3°36'36"	24.58'
C76	128.73'	780.00'	9°27'23"	64.51'
C77	20.00'	780.00'	128°09'10"	10.00'
C78	42.50'	780.00'	3°07'18"	21.25'
C79	0.73'	780.00'	0°31'4"	0.37'

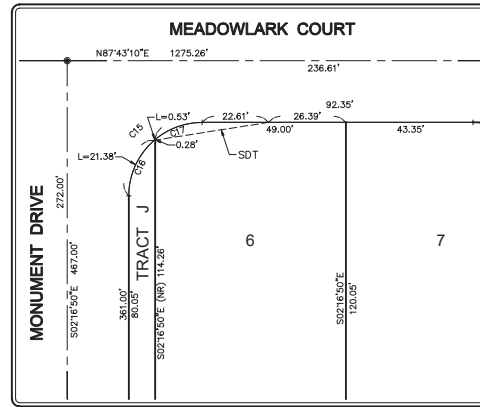
SEE 1070 AND 1070B FOR THE 24 UNIT DEVELOPMENT PLAN
DATE: 02/15/2017 10:54 AM
DRAWN BY: MGG
CHECKED BY: JWW
SCALE: 1" = 40'



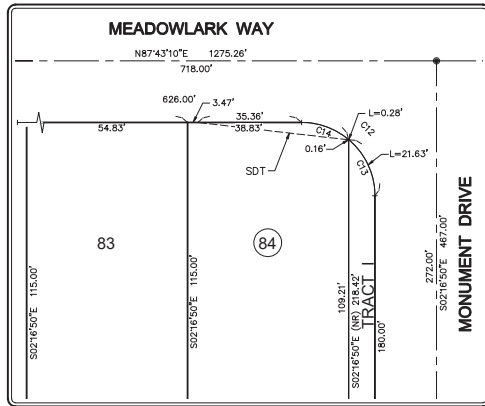
DETAIL "A"
SCALE: 1"=20'



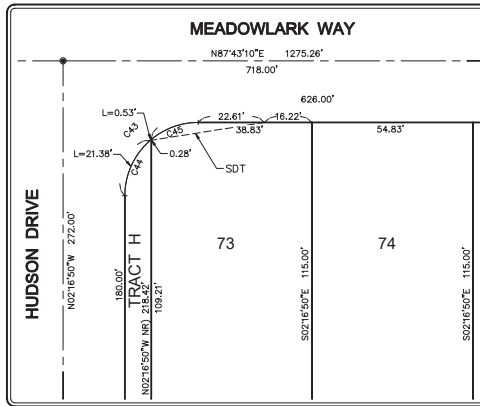
DETAIL "B"
SCALE: 1"=20'



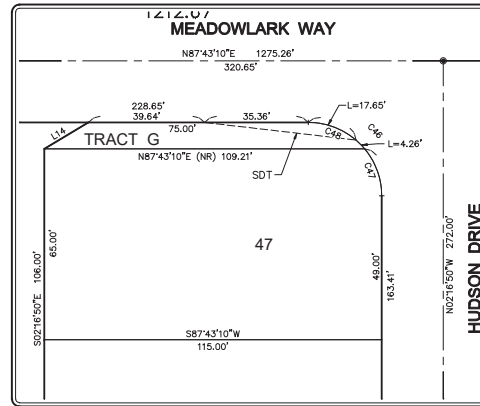
DETAIL "C"
SCALE: 1"=20'



DETAIL "D"
SCALE: 1"=20'



DETAIL "E"
SCALE: 1"=20'



DETAIL "F"
SCALE: 1"=20'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as File No. _____
Date: _____
Request of: _____
Witness my hand and official seal: _____
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 2" RESEAR & CAP, PLS 21095, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - FLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE COUNTY ROADWAY EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BS BRASS CAP
- BOOK BOOK
- (BRD) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKI SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- MEASURED
- MO MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R # RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC SECTION
- SDS STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SHORT DISTANCE TRAILING
- T # TOWNSHIP LINE No. SOUTH
- TOP UNOBSTRUCTED VIEW TRIANGLE
- WAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE:	SEPTEMBER 18, 2017
DESIGNED BY:	MOG
DRAWN BY:	STG
CHECKED BY:	JWW
PROJECT:	FINAL PLAT
SCALE:	




REVISION:	

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 24
SITUATED WITHIN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 18 EAST AND THE NORTHWEST 1/4 SECTION 19, TOWNSHIP 4 SOUTH, RANGE 18 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

UNIT 24
SDT DETAILS
SHEET 6 OF 6

Plot: 1070-1070-0000-0000-0000-0000-0000-0000
Scale: 7/8"=1'-0" (1/4"=1'-0" for 1/4"=1'-0") | Date: September 18, 2017 | 1070-1070-0000-0000-0000-0000-0000-0000

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: October 16, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Chris Salas, Development Services Director/Town Engineer SUBJECT: Resolution No. 1647-17: Final Plat for Anthem at Merrill Ranch Unit 32		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1647-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 32; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS

BACKGROUND/DISCUSSION:

Pulte Home Company, LLC requests approval of the Final Plat of Anthem at Merrill Ranch (AMR) Unit 32, the proposed subdivision located within the AMR Planned Unit Development (PUD). This area will be part of the Parkside Community of AMR.

There are 80 single-family residential lots proposed for this 24.24 +/- acre subdivision. The resultant density for this particular unit will be 3.29 dwelling units per acre. The PUD zoning permits an overall single-family residential density of 3.5 dwelling units per acre for AMR.

Neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way (ROW). The 42-foot ROW will be utilized for this subdivision to ensure ADA compliance.

The Preliminary Plat for AMR Unit 32 was approved by the Planning and Zoning Commission on October 5, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of

this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 32 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Company, LLC. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1647-17
Final Plat for Anthem at Merrill Ranch Unit 32

RESOLUTION NO. 1647-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 32; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

WHEREAS, the Final Plat for Anthem at Merrill Ranch Unit 32 is consistent with the approved Anthem at Merrill Ranch Planned Unit Development; and

WHEREAS, the Preliminary Plat for Anthem at Merrill Ranch Unit 32 was approved by the Planning and Zoning Commission on October 11, 2017.

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

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 32 subject to Developer/Owner's compliance with all applicable laws and ordinances.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 16th day of October 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT

ANTHEM AT MERRILL RANCH

UNIT 32 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 32, LOCATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THEREOF; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJUTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

AS DESIGNATED ON THIS PLAT, THREE FOOT WIDE WALL MAINTENANCE EASEMENTS GRANTING ACCESS TO CONSTRUCT AND MAINTAIN OR REPAIR WALLS AND WALL FOOTINGS WITHIN THE WALL MAINTENANCE EASEMENT IS DEDICATED TO THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, AND F AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME COMPANY, LLC, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____, PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

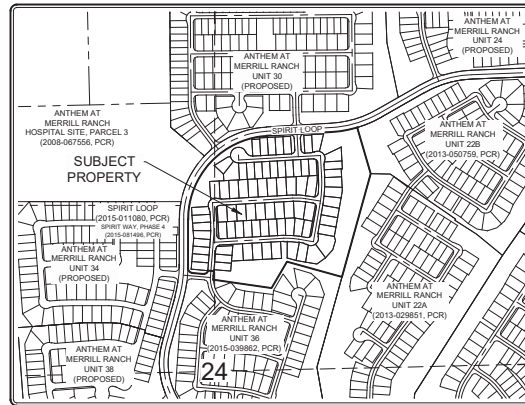
_____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 20____.

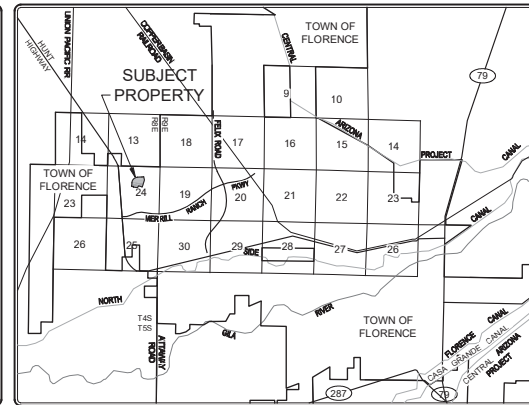
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THEREOF AS HERINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED DECEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2. AMONG OTHERS, SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.



LOCATION MAP

1" = 400'



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 32 LAYOUT
4	UNIT 32 LAYOUT
5	UNIT 32 LAYOUT
6	UNIT 32 LAYOUT
7	UNIT 32 RETENTION

TRACT AREA TABLE

TRACT	AREA (AC)	USAGE
TRACT A	1.6833	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT B	3.1665	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT C	0.0294	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT D	0.0473	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT E	0.0446	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT F	0.0678	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALKS AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAILS) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 7 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE COVERED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.
- UNIT 32 LIES WITHIN FLOOD ZONES X AND AE, PER FEMA FIRM PANEL 875 OF 2575, MAP NUMBER 0402100875E, DECEMBER 4, 2007 AND FEMA LOMR CASE NUMBER 15-09-0582P, AUGUST 28, 2015.

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, (THE NORTH QUARTER CORNER BEING A FOUND GLO BC "1928" AND THE NORTHEAST CORNER BEING A FOUND GLO BC "1928" BENT NORTH), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N87°44'54"E. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2571.82'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 32 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT. A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

By: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ } ss.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

_____, NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR NO.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	N/A	COUNTY RIGHT-OF-WAY NW 1/4 SEC 24, T4S, R8E
DKT 375, PG 572, PCR	N/A	COUNTY RIGHT-OF-WAY NE 1/4 SEC 24, T4S, R8E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
DEVELOPMENT SERVICES DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

RECORDER

STATE OF ARIZONA } ss.
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as of:

File No: _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

DEVELOPER / OWNER

PULTE HOME COMPANY, LLC
16767 PERIMETER DRIVE, STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6037

SURVEYOR

BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	24.2462 ACRES
OPEN SPACE	7.6319 ACRES
RIGHT-OF-WAY AREA	3.2991 ACRES
NET AREA	20.9471 ACRES
TOTAL LOTS	80
PROPOSED DENSITY	3,2995 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURYLINK
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE	COX/CENTURYLINK
POLICE	TOWN OF FLORENCE
FIRE	POLICE DEPARTMENT
SCHOOLS	TOWN OF FLORENCE
	FIRE DEPARTMENT
	FLORENCE UNIFIED
	SCHOOL DISTRICT

BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: **SEPTEMBER 18, 2017**

DESIGNED BY: **MMO**

DRAWN BY: **STB**

CHECKED BY: **JWW**

PROJECT CODE: **FINAL PLAT**

J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT UNIT 32

SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 32
COVER SHEET
SHEET 1 OF 7

480.391.6037 (480) 391-6037 (480) 391-6037 (480) 391-6037

VERSION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTH HALF OF 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 NORTH QUARTER CORNER OF SECTION 24 (GLO BC "1928", FOUND) FROM WHICH THE NORTHEAST CORNER OF SECTION 24 (GLO BC "1928" (BENT NORTH), FOUND) BEARS NORTH 87 DEGREES 44 MINUTES 54 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2571.82 FEET AND THE NORTHEAST CORNER OF SECTION 24 (ALUMINUM CAP, LS 17258), FOUND) BEARS SOUTH 89 DEGREES 35 MINUTES 19 SECONDS WEST, A DISTANCE OF 2645.87 FEET;

THENCE NORTH 87 DEGREES 44 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 971.99 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER THAT BEARS NORTH 87 DEGREES 44 MINUTES 54 SECONDS EAST A DISTANCE OF 1599.83 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 973.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 16 DEGREES 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 328.45 FEET;

THENCE SOUTH 15 DEGREES 36 MINUTES 02 SECONDS WEST, A DISTANCE OF 731.05 FEET;

THENCE NORTH 74 DEGREES 23 MINUTES 57 SECONDS EAST, A DISTANCE OF 389.27 FEET;

THENCE SOUTH 30 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 208.90 FEET;

THENCE NORTH 81 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 401.09 FEET;

THENCE NORTHEASTERLY, AN ARC DISTANCE OF 26.37 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 87 DEGREES 12 MINUTES 19 SECONDS EAST, A DISTANCE OF 200.00 FEET, AND HAVING A CENTRAL ANGLE OF 7 DEGREES 33 MINUTES 13 SECONDS;

THENCE NORTH 4 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 31.87 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 40.00 FEET;

THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 39.27 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 85 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 25.00 FEET, AND HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

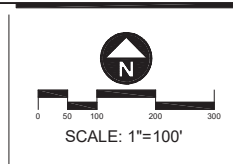
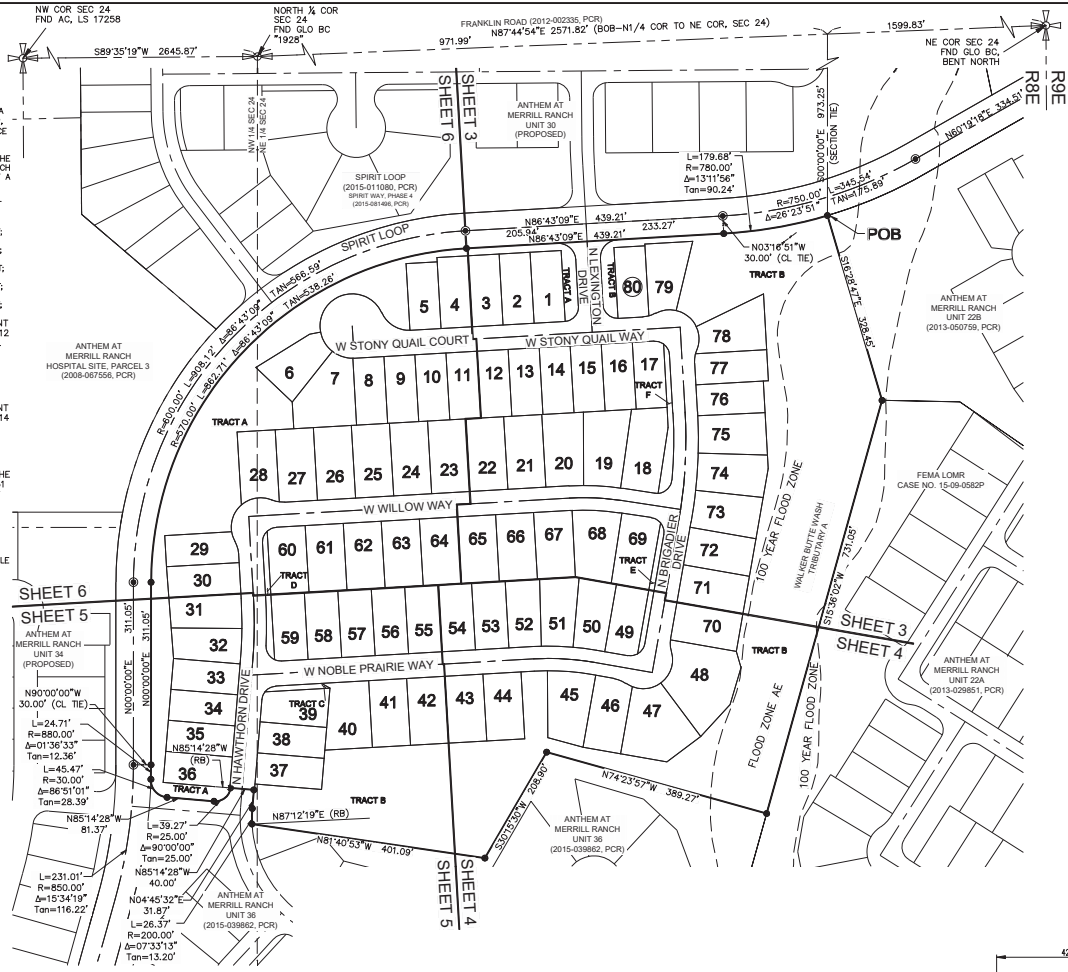
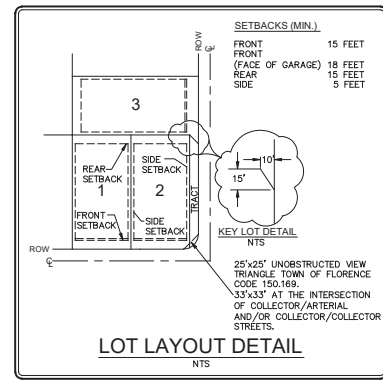
THENCE NORTH 85 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 81.37 FEET;

THENCE NORTHWESTERLY, AN ARC DISTANCE OF 45.47 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 51 MINUTES 01 SECONDS TO A POINT ON THE EASTERLY THEN SOUTHERLY RIGHT-OF-WAY LINE OF SPIRIT WAY PHASE 4;

THENCE, THE FOLLOWING 5 (5) COURSES ALONG SAID EASTERLY THEN SOUTHERLY RIGHT-OF-WAY LINE;

- 1) THENCE, NORTHEASTERLY AN ARC DISTANCE OF 24.71 FEET ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS POINT OF 880.00 FEET AND A CENTRAL ANGLE OF 01 DEGREES 36 MINUTES 33 SECONDS;
- 2) THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 311.05 FEET;
- 3) THENCE, NORTHEASTERLY AN ARC DISTANCE OF 862.71 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS POINT OF 570.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 43 MINUTES 09 SECONDS;
- 4) THENCE, NORTH 86 DEGREES 43 MINUTES 09 SECONDS EAST, A DISTANCE OF 439.21 FEET;
- 5) THENCE, NORTHEASTERLY AN ARC DISTANCE OF 179.66 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS POINT OF 780.00 FEET AND A CENTRAL ANGLE OF 13 DEGREES 11 MINUTES 56 SECONDS TO THE POINT OF BEGINNING.

CONTAINING 24.2462 ACRES, MORE OR LESS.



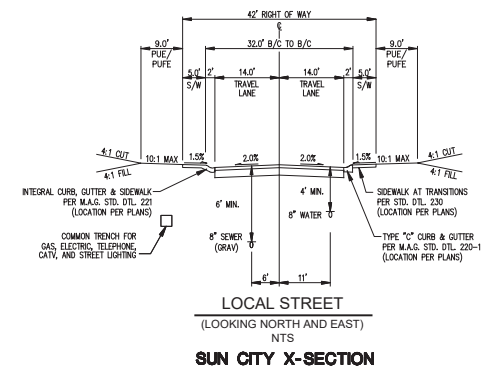
RECORDER

STATE OF ARIZONA } SS
 COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as follows:
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 2" REBAR & CAP, PLS 21095, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - FLAT BOUNDARY
 - PROPERTY LINE
 - SECTION LINE
 - TERMINAL POINT ON ROW
 - INDICATES THAT PORTION OF THE CURVE TOWIN ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- (AC) ACRES
 - AL ALUMINUM CAP
 - BR BRASS CAP
 - BOOK BOOK
 - (BORN) BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - SOCKET SOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL AND OFFICE
 - LANDSCAPE EASEMENT
 - LAND SURVEYORS REGISTRATION No.
 - MEASURED MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) NOT TO SCALE
 - NTS NOT TO SCALE
 - PC PINAL COUNTY RECORDER
 - PG PAGE
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - R # RANGE LINE No. EAST
 - ROW RIGHT OF WAY
 - S/S SIDEWALK
 - SEC SECTION
 - SLD STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - SSE RIGHT DISTANCE, TRACTS
 - TOWNSHIP LINE No. SOUTH
 - TOW TOWNSHIP
 - TOP UNOBSTRUCTED VIEW TRIANGLE
 - VEHICULAR NON-ACCESS EASEMENT
 - WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



BAXTER DESIGN GROUP

DATE: SEPTEMBER 18, 2017
 DESIGNED BY: MBO
 DRAWN BY: STS
 REVIEWED BY: JWW
 PROJECT: FINAL PLAT
 CODE: FINAL PLAT
 REVISIONS:

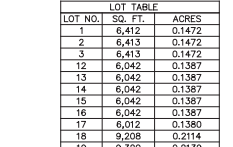
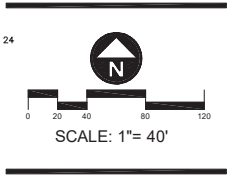
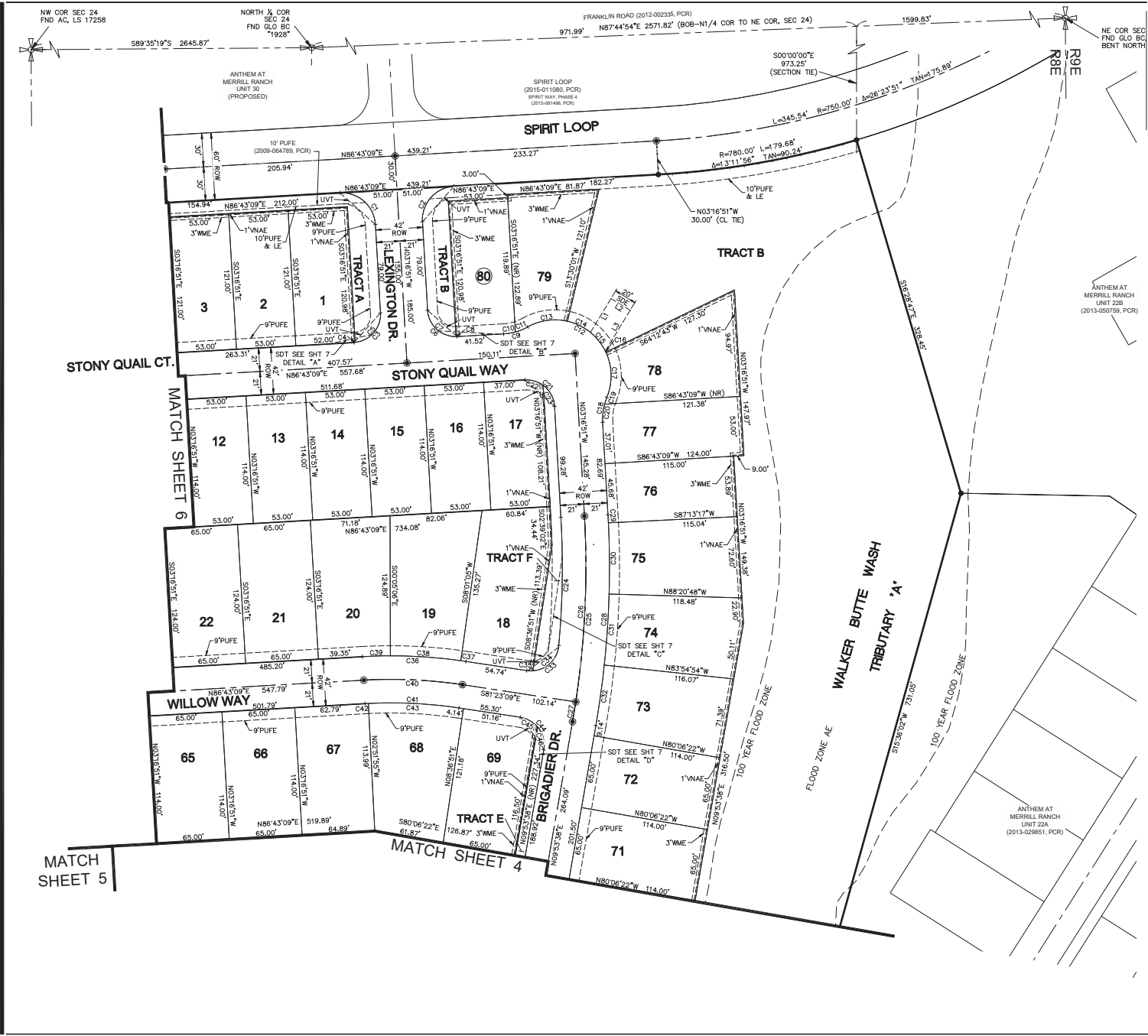
REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF ARIZONA
 LICENSE NO. 97501-9701

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 32

SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 32
 INDEX MAP
 SHEET 2 OF 7

ASK 1070 10/10/2016 10:28 AM (10/10/2016) 10:28 AM
 Version: 7/20 10:28 AM 10/10/2016 | 10/10/2016 10:28 AM | 10/10/2016 10:28 AM



ABBREVIATIONS

(A) ACRE
 AL ALUMINUM CAP
 BK BOOK
 BOB BASE OF BEARING
 CMU CONCRETE MASONRY UNIT
 S SOCKET
 FND FOUND MONUMENT
 GLO GENERAL LAND OFFICE
 LE LINGUISTIC EASEMENT
 LS LAND SURVEYORS REGISTRATION NO.
 MEASURED
 NR NO IDENTIFICATION, (NO LS No.)
 INDICATES LINE IS NOT RADIAL TO CURVE
 NTS PINAL COUNTY RECORDER
 PFG PFG PART OF BEGINNING PUBLIC UTILITY FACILITY EASEMENT/
 GRAMINE EASEMENT
 PUF PUBLIC UTILITY FACILITY EASEMENT/
 GRAMINE EASEMENT
 R RECORD
 R # RANGE LINE No. EAST
 (RB) RADIAL BEARING
 ROW RIGHT OF WAY
 SEC SECTION
 SDE STORM DRAIN EASEMENT
 SSE SANITARY SEWER EASEMENT
 SDI SIGHT DISTANCE TRIANGLE
 SOI SECTION OF FLORENCE TOWNSHIP LINE No. SOUTH
 TOP UNOBSTRUCTED VIEW TRIANGLE
 WAE WHEELBAR NON-ACCESS EASEMENT
 WFE WATERLINE EASEMENT
 WME WALL MAINTENANCE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N31°18'02"E	35.29'
L2	S58°41'58"E	20.00'
L3	S31°18'02"W	42.62'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	47.12'	30.00'	90°00'00"	30.00'
C2	47.12'	30.00'	90°00'00"	30.00'
C3	39.27'	25.00'	90°00'00"	25.00'
C4	1.00'	25.00'	217°33'	0.50'
C5	38.27'	25.00'	87°42'27"	24.02'
C6	39.27'	25.00'	90°00'00"	25.00'
C7	38.27'	25.00'	87°42'27"	24.02'
C8	1.00'	25.00'	217°33'	0.50'
C9	22.55'	50.00'	255°53'11"	11.47'
C10	10.55'	50.00'	120°5'38"	5.30'
C11	12.00'	50.00'	13°44'53"	6.03'
C12	123.64'	50.00'	141°41'02"	143.92'
C13	36.53'	50.00'	41°51'25"	19.12'
C14	23.03'	50.00'	26°23'41"	11.72'
C15	21.47'	50.00'	24°35'50"	10.90'
C16	0.96'	50.00'	136°21'	0.48'
C17	41.65'	50.00'	47°43'45"	22.12'
C18	22.55'	50.00'	255°53'11"	11.47'
C19	6.28'	50.00'	71°14'	3.14'
C20	16.27'	50.00'	183°35'00"	8.21'
C21	39.27'	25.00'	90°00'00"	25.00'
C22	17.36'	25.00'	39°47'31"	9.05'
C23	21.91'	25.00'	50°12'29"	11.21'
C24	114.17'	773.00'	8°23'51"	53.19'
C25	183.96'	800.00'	1°31'03"	92.39'
C26	166.09'	800.00'	1°33'42"	83.34'
C27	17.87'	800.00'	11°44'27"	8.94'
C28	188.79'	821.00'	1°31'03"	94.81'
C29	7.20'	821.00'	0°30'08"	3.60'
C30	63.51'	821.00'	4°25'55"	31.77'
C31	24.88'	821.00'	4°25'55"	12.44'
C32	54.88'	821.00'	3°48'32"	27.30'
C33	40.80'	25.00'	93°29'52"	26.57'
C34	35.27'	25.00'	80°50'28"	21.29'
C35	5.92'	25.00'	12°39'24"	2.77'
C36	92.59'	448.00'	1°33'42"	46.46'
C37	4.64'	448.00'	0°35'46"	2.32'
C38	63.07'	448.00'	8°06'10"	31.59'
C39	24.88'	448.00'	3°11'45"	12.44'
C40	88.23'	425.00'	1°33'42"	44.28'
C41	83.87'	404.00'	1°33'42"	42.09'
C42	2.93'	404.00'	0°24'58"	1.47'
C43	80.94'	404.00'	1°38'46"	40.61'
C44	39.83'	25.00'	91°16'47"	25.56'
C45	17.92'	25.00'	41°04'18"	9.36'
C46	21.91'	25.00'	50°12'29"	11.21'

RECORDER

STATE OF ARIZONA } SS
 COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as File No. _____

Date: _____

Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE SECTION LINE ROW EASEMENT TO BE RECORDED AS PART OF THIS RECORDING.

ABBREVIATIONS

(A) ACRE
 AL ALUMINUM CAP
 BK BOOK
 BOB BASE OF BEARING
 CMU CONCRETE MASONRY UNIT
 S SOCKET
 FND FOUND MONUMENT
 GLO GENERAL LAND OFFICE
 LE LINGUISTIC EASEMENT
 LS LAND SURVEYORS REGISTRATION NO.
 MEASURED
 NR NO IDENTIFICATION, (NO LS No.)
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 WFE WATERLINE EASEMENT
 WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

INC. SEPTEMBER 18, 2017

DESIGNED BY: MGO

DRAWN BY: GTS

CHECKED BY: JWW

SCALE: FINAL PLAT

VERSION

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT UNIT 32

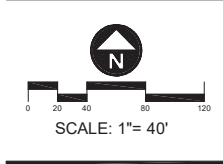
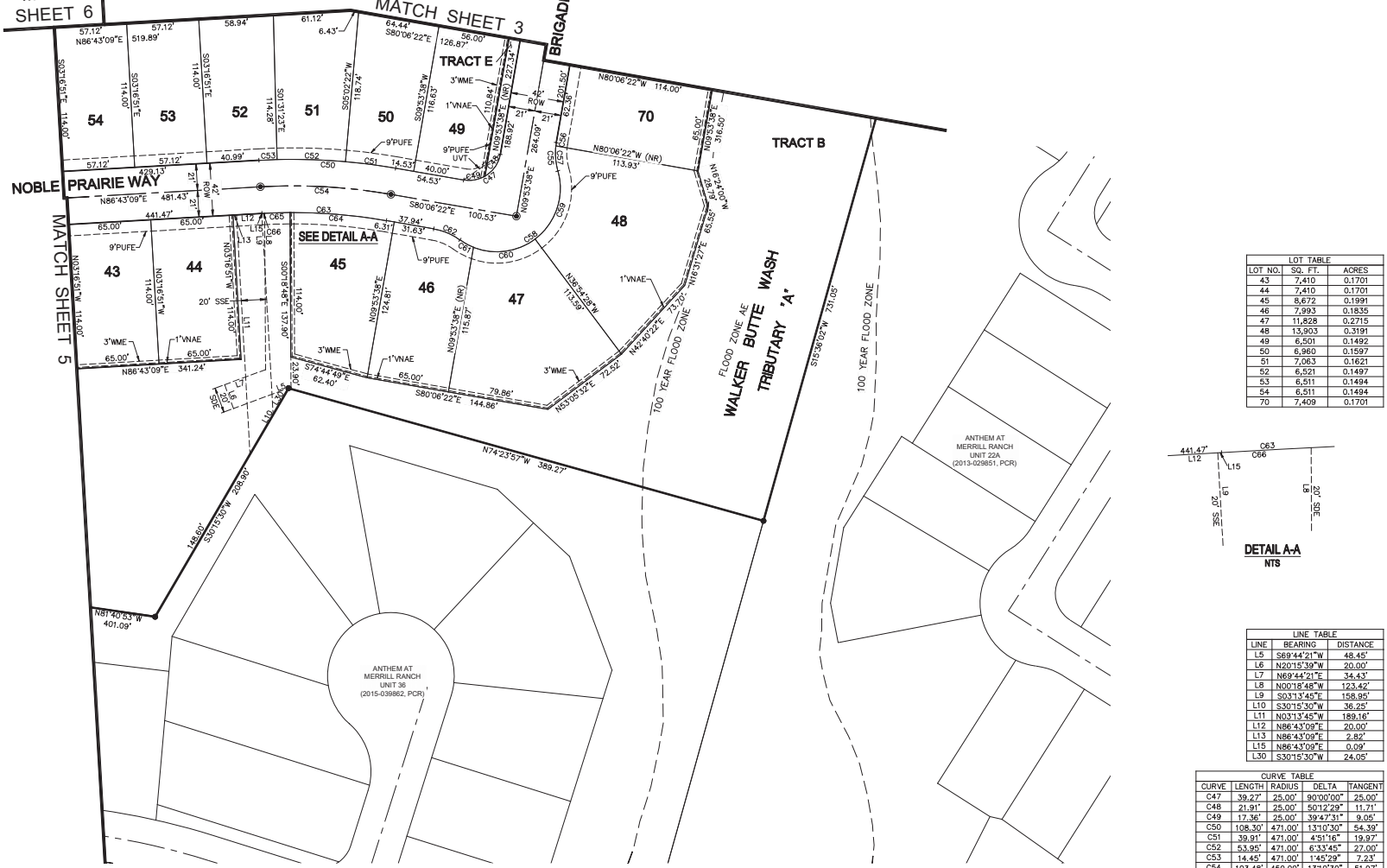
SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 32 LAYOUT SHEET 3 OF 7

10-10-2018 10:00 AM (MERRILL RANCH) (UNIT 32) (LAYOUT SHEET 3 OF 7) (PULTE) (SCALE: 1" = 40')

MATCH SHEET 6

MATCH SHEET 3



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinal County Recorder By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- SECTION LINE TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE SECTION ROW ELEMENTS TO BE ABANDONED AS PART OF THIS RECORDING.

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- FLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE SECTION ROW ELEMENTS TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BO BOOK
- BR BRASS
- (BROD) BRASS OF BEARING
- CMU CONCRETE MASONRY UNIT
- SO SOCKET
- FND FOUND MONUMENT
- GLD GENERAL LAND OFFICE
- UNUS UNUSURVEYED EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- NO NO MEASURED
- MO MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PC PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R RECORD
- R # RANGE LINE No. EAST
- (RB) RADIAL BEARING
- RT RIGHT OF WAY
- SEC SECTION
- SDE STORM DRAIN EASEMENT
- SLE SLOPE
- SSE SANITARY SEWER EASEMENT
- SD DISTANCE TRIANGLE
- T # TOWNSHIP LINE No. SOUTH
- TOP TOWNSHIP
- UVT UNOBSTRUCTED VIEW TRIANGLE
- VAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
43	7,410	0.1701
44	7,410	0.1701
45	8,672	0.1991
46	7,893	0.1835
47	11,828	0.2715
48	13,903	0.3191
49	6,501	0.1492
50	6,960	0.1597
51	7,063	0.1621
52	6,521	0.1497
53	6,511	0.1494
54	6,511	0.1494
70	7,409	0.1701



DETAIL A-A
NTS

LINE TABLE

LINE	BEARING	DISTANCE
L5	S69°44'21"W	48.45'
L6	N20°15'39"W	20.00'
L7	N89°44'21"E	34.45'
L8	N00°18'44"W	123.42'
L9	S03°13'45"E	158.95'
L10	S30°15'30"W	36.25'
L11	N03°13'45"W	189.16'
L12	N86°43'09"E	20.00'
L13	N86°43'09"E	2.82'
L15	N86°43'09"E	0.09'
L30	S30°15'30"W	24.05'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C47	39.27'	25.00'	90°00'00"	25.00'
C48	21.91'	25.00'	50°12'29"	11.71'
C49	17.36'	26.00'	39°47'31"	9.05'
C50	108.30'	471.00'	13°10'30"	54.39'
C51	39.01'	471.00'	43°11'6"	19.97'
C52	53.95'	471.00'	6°33'45"	27.00'
C53	14.45'	471.00'	1°45'29"	7.23'
C54	103.48'	450.00'	13°10'30"	51.97'
C55	22.55'	50.00'	29°50'11"	11.47'
C56	2.64'	50.00'	3°01'39"	1.32'
C57	19.91'	50.00'	22°48'52"	10.09'
C58	123.64'	50.00'	141°41'02"	143.92'
C59	60.00'	50.00'	68°59'01"	34.36'
C60	51.18'	50.00'	58°39'01"	28.09'
C61	12.26'	50.00'	14°02'40"	6.16'
C62	22.55'	50.00'	29°50'11"	11.47'
C63	86.65'	429.00'	13°10'30"	49.54'
C64	76.43'	429.00'	10°12'26"	38.31'
C65	20.01'	429.00'	2°40'20"	10.01'
C66	2.21'	429.00'	0°17'44"	1.11'



DATE: **SEPTEMBER 18, 2017**
 DESIGNED BY: **MMG**
 DRAWN BY: **STS**
 CHECKED BY: **JWW**
 PROJECT: **FINAL PLAT**
 CODE: **FINAL PLAT**

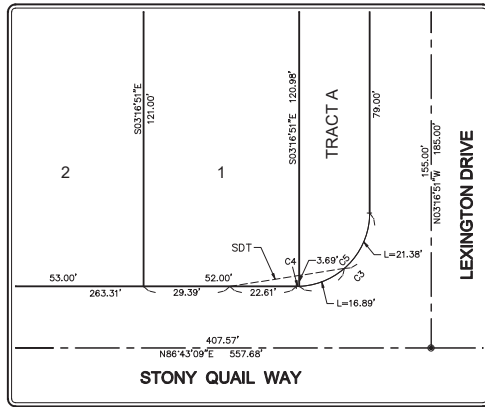


PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 32

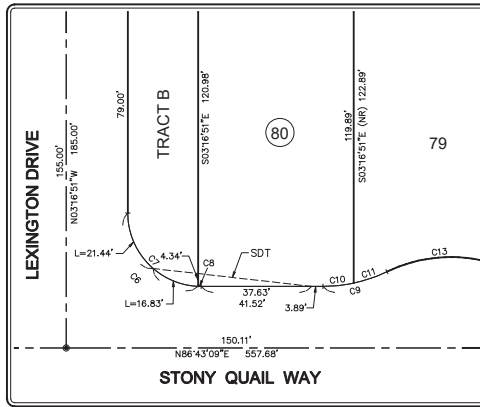
SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 32 LAYOUT SHEET 4 OF 7

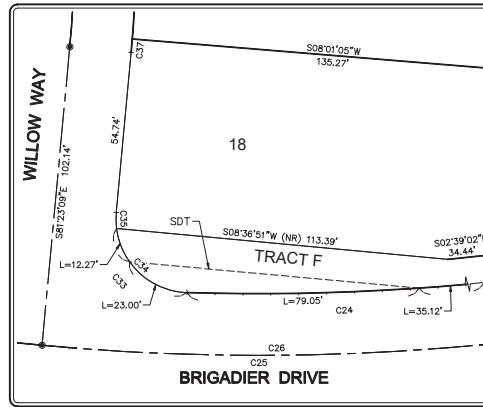
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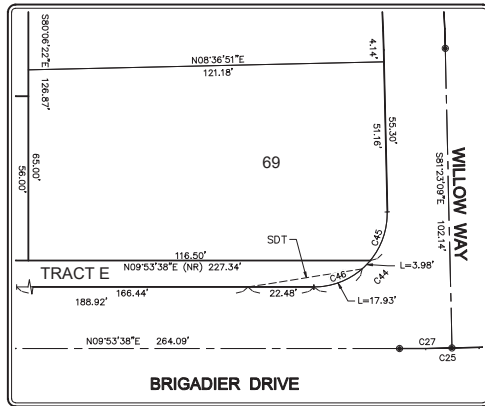
DETAIL "A" SCALE: 1"=20'



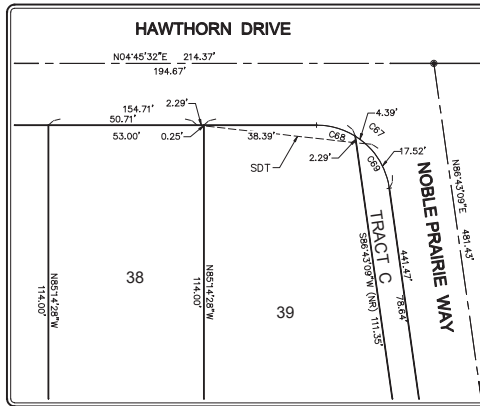
DETAIL "B" SCALE: 1"=20'



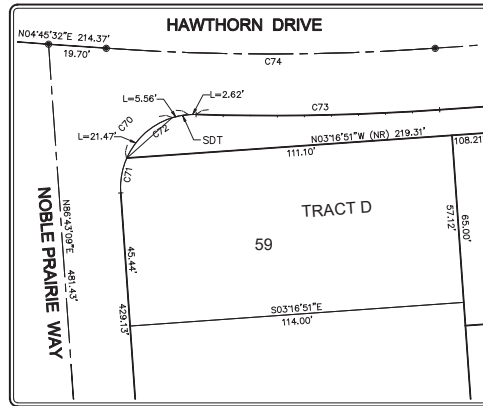
DETAIL "C" SCALE: 1"=20'



DETAIL "D" SCALE: 1"=20'



DETAIL "E" SCALE: 1"=20'



DETAIL "F" SCALE: 1"=20'

RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal: _____
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED) (UNLESS NOTED OTHERWISE)
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE COUNTY ROAD EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE COUNTY ROAD EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

- ABBREVIATIONS**
- AC ACRE
 - AL ALUMINUM CAP
 - BC BRASS CAP
 - BK BOOK
 - BRD BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - DKI DOCKET
 - FND FOUND MONUMENT
 - GEN GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS LAND SURVEYORS REGISTRATION No.
 - MJL MEASURED
 - MO MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO L.S. No.)
 - NR INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PCR PINAL COUNTY RECORDER
 - PG PAGE
 - POB POINT OF BEGINNING
 - PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - R # RANGE LINE No. EAST
 - RB RADIAL BEARING
 - ROW RIGHT OF WAY
 - SEC SECTION No.
 - SDE STORM DRAIN EASEMENT
 - SLD SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SDT SIGHT DISTANCE TRIANGLE
 - T # TOWNSHIP LINE No. SOUTH
 - TOP TOWN OF FLORENCE
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WAE VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: SEPTEMBER 18, 2017
 DESIGNED BY: MGG
 DRAWN BY: STS
 CHECKED BY: JWW
 PROJECT: _____
 SCALE: FINAL PLAT

REGISTERED LAND SURVEYOR
 STATE OF ARIZONA
 LICENSE NO. 12964
 EXPIRES 9/30/2021

REVISIONS:

NO.	DATE	DESCRIPTION


PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 32

SITUATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 32
 SDT DETAILS
 SHEET 7 OF 7

DATE: SEPTEMBER 18, 2017
 DESIGNED BY: MGG
 DRAWN BY: STS
 CHECKED BY: JWW
 PROJECT: _____
 SCALE: FINAL PLAT

VERSION

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: October 16, 2017 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: First Amendment to the Development Agreement with Florence Artisan Acres, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve the First Amendment to the Development Agreement between the Town of Florence, and Florence Artisan Acres, LLC.

BACKGROUND/DISCUSSION:

A Development Agreement was approved with Florence Artisan Acres, LLC, at the April 17, 2017 Town Council meeting. The agreement allows expansion of the Windmill Winery at the southeast corner of Plant Road and Butte Avenue. The first phase of development consists of an event center, boutique hotel with bridal suite, and other site improvements.

The developer has requested an amendment to the Development Agreement changing the dates of the developer’s required performance as provided in Exhibit C, Schedule of Performance. Exhibit C is amended to change the Site Grading permit requirement to January 17, 2018. Site grading work will commence by March 1, 2018; the first phase development permit will be issued by December 31, 2018; commencement of vertical construction is changed to January 31, 2019; and the issuance of a Certificate of Occupancy has changed to August 30, 2019.

A VOTE OF NO WOULD MEAN:

The Development Agreement would not be amended to allow the developer to extend the required performance dates.

A VOTE OF YES WOULD MEAN:

The Development Agreement will be amended to allow the developer to extend the required performance dates.

FINANCIAL IMPACT:

None

ATTACHMENTS:

First Amendment to Development Agreement between Town of Florence and Florence Artisan Acres LLC

WHEN RECORDED RETURN TO:

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

**FIRST AMENDMENT TO TOWN OF FLORENCE
DEVELOPMENT AGREEMENT
BETWEEN
TOWN OF FLORENCE
AND
FLORENCE ARTISAN ACRES, LLC**

THIS FIRST AMENDMENT TO TOWN OF FLORENCE DEVELOPMENT AGREEMENT (this "First Amendment") is entered into this ___ day of _____, 2017, by and between the TOWN OF FLORENCE, an Arizona municipal corporation ("TOWN") and FLORENCE ARTISAN ACRES, LLC, an Arizona limited liability company ("DEVELOPER"). The Town and the Developer are collectively referred to herein as the "Parties" and individually as a "Party."

RECITALS

- A. Developer and Town entered into the Development Agreement dated April 17, 2017, and recorded on April 26, 2017, as Fee No. 2017-029213 in the Official Records of Pinal County (the "Development Agreement").
- B. Developer has been diligently pursuing its performance deadline obligations and the town had efficiently responded to the project related issues.
- C. Circumstances beyond the control of the Developer and the Town have arisen that require amending the dates of the Developer's required performance as provided in **Exhibit C** of the Development Agreement.
- D. The Developer and the Town are entering into this First Amendment pursuant to the provisions of A.R.S. § 9-500.05 concerning the development of the Property and confirm the accuracy of the Recitals in the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto state, confirm and agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals are acknowledged by the Parties to be true and correct.
2. Capitalized Terms. Capitalized terms used herein shall have the meaning given to them in the Development Agreement unless otherwise defined herein.
3. Amendment of Exhibit C. Notwithstanding anything to the contrary contained in the Development Agreement, the Parties agree that Exhibit C of the Development Agreement is hereby amended and the new Exhibit C is attached hereto and incorporated herein by this reference.
4. Merger. The remaining provisions of the Development Agreement not affected by this First Amendment shall continue and remain the same in full force and effect.
5. Amendment of Recital M. Notwithstanding anything to the contrary contained in the Development Agreement, the Parties agree that **Recital M** shall be modified to read as follows:

“If the Town does not issue a Building Permit on or before December 31, 2018, plus an additional 30 day extension if required, Developer and Town agree that at that time this Agreement shall automatically terminate as to the Property without the necessity of any notice, agreement or recording by or between the Parties; provided, provisions of this Agreement that specifically survive the termination of this Agreement shall remain in full force and effect.”

[Signatures of the Parties Appear on the Following Pages]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Development Agreement as of the date first set forth above:

“TOWN”

TOWN OF FLORENCE, an Arizona municipal corporation

By: _____
Brent Billingsley, Town Manager

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford Mattice, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument entitled FIRST AMENDMENT TO TOWN OF FLORENCE DEVELOPMENT AGREEMENT consisting of ____ total pages was acknowledged before me this ____ day of _____, 2017, by Brent Billingsley, the Town Manager for the TOWN OF FLORENCE, an Arizona municipal corporation, who acknowledged that he signed the foregoing instrument on behalf of the Town of Florence.

Notary Public

My Commission Expires:

“DEVELOPER”

Florence Artisan Acres, LLC,
An Arizona limited liability company

By: _____
Harold Christ, Member

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument entitled FIRST AMENDMENT TO TOWN OF FLORENCE DEVELOPMENT AGREEMENT consisting of ___ total pages was acknowledged before me this ___ day of _____, 2017, by Harold Christ, the Member for the FLORENCE ARTISAN ACRES< LLC, an Arizona limited liability company, who acknowledged that he signed the foregoing instrument on behalf of Florence Artisan Acres, LLC.


Notary Public

My Commission Expires:

EXHIBIT C

Schedule of Performance

1. Map of Dedication submitted to Town by April 2017.
2. Site Grading permit by January 17, 2018 and Site Grading work commenced by March 1, 2018.
3. First phase development permit issued by the Town by December 31, 2018 and commencement of vertical -construction by January 31, 2019.
4. Map of Dedication and any additional easements approved and recorded before Project Certificate of Occupancy.
5. Landscape plans submitted and approved before Project Certificate of Occupancy.
6. Sign Package Design Review package approval and signs permitted and installed before Project Certificate of Occupancy.
7. Final approval of all on-site and off-site work on First Phase of the Project and issuance of Certificate(s) of -Occupancy August 30, 2019.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8d.
MEETING DATE: October 16, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Christopher Salas, Development Services Director/Town Engineer SUBJECT: Cuen Building Fee Title Reversion back to Reversionary Owner (Town)		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve that the execution, filing, delivery, and the full prosecution/litigation to enforce the terms of the Special Warranty Deed with Reverter between the Town of Florence and Stephen Smallidge dated May 11, 2015 (recorded Fee No. 2015-031032)(Assessor parcel 200-49-0730), specifically the Reversion Provisions for the Real Property to automatically revest and revert in fee title to the Town of Florence on November 12, 2017, and notices, filings, certificates, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient related thereto is approved and authorized.

BACKGROUND/DISCUSSION:

Mr. Smallidge appeared at the January 17, 2017 Town Council Meeting to provide an update on rehabilitation of the Cuen Building. Mr. Smallidge informed the Town Council that he needed additional time to complete the habitation of the building and required an additional 180-day to complete the process. On January 18, 2017, Mr. Smallidge filed a request for a 180-day extension pursuant to the provisions of the Special Warranty Deed.

Pursuant to the Special Warranty Deed renovation/rehabilitation of the building must be completed within two years of the effective date. A one-time 180-day extension may be granted by the Town of Florence. Renovation/Rehabilitation shall mean that a Certificate of Occupancy has been issued. The original term of the Special Warranty Deed expired on May 11, 2017. The one-time 180 day-extension allows Mr. Smallidge until November 11, 2017, to receive a Certificate of Occupancy.

If the owner does not fulfill the terms of the Special Warranty Deed a revision clause is triggered. The deed will become null and void and fee title to, full ownership and all rights and benefits to the Real Property shall automatically reinvest in and revert to the Town without further action by either party.

Requirements per the Special Warranty Deed with Reverter

(i) Phase 1: The building currently located on the Real Property (the "Building") must be stabilized to the reasonable satisfaction of Grantor by subsequent inspection within one hundred days after the Effective Date. All plans and permits for the stabilization must be approved by Grantor in its ordinary course. A one-time thirty day extension to complete the stabilization may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Stabilization, at a minimum, shall mean that the Building is considered structurally safe and sound though not yet occupiable; the Building is generally weather-proofed; existing pigeon, vermin, insect or other infestation is adequately addressed; windows and doors on the Building are exposed; and exterior walls are repaired, surfaced and painted.

(ii) Phase 2: The complete renovation/rehabilitation of the Building must be completed within two years after the Effective Date. All plans and permits for the renovation/rehabilitation must be approved by Grantor in its ordinary course. A one-time 180-day extension to complete the renovation/rehabilitation may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Renovation/rehabilitation shall mean that the Building is brought to a condition where the Building could be occupied and Grantor has, upon final inspection, issued a Certificate of Occupancy for the Building.

Building Permit Issued 11/02/2015
Last approved Inspection 4/20/2016 (Lath Inspection)
Building Permit Expired 10/20/2016

Based on the requirements outlined in the Special Warranty Deed with Reverter and the lack of approved inspections the Grantee is in violation of the Special Warranty Deed with Reverter.

A VOTE OF NO WOULD MEAN:

The building would continue to be owned and renovated by Mr. Smallidge

A VOTE OF YES WOULD MEAN:

The property and structure would revert back to the Town at no charge to the Town.

FINANCIAL IMPACT:

None at this time.

ATTACHMENTS:

Formal Request from Mr. Steven Smallidge
Specialty Warranty Deed with Reverter
Permit and Inspection Documents

January 18, 2017

Mayor and Town Council
775 N. Main Street
Florence, AZ 85132

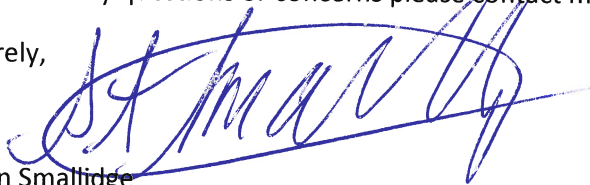
Re: Cuen Property
Parcel No. 200-49-0730

Honorable Mayor and Council,

Please accept this letter as a formal request for a one-time 180-day extension pursuant to the the Special Warranty Deed, Pinal County Recorder Fee Number: 2015-031032. At the Town Council meeting of January 17, 2017, I advised the Town Council that I could complete the building in the Fall 2017. I was directed by staff to submit a letter for a formal extension. By way of this letter, I am requesting the formal extension. I look forward to having the building open to the public by fall of this year.

If you have any questions or concerns please contact me.

Sincerely,



Steven Smallidge
Box 2501
Florence, Arizona 85132
(334) 723-2687



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

DATE/TIME: 05/13/2015 1154
FEE: \$8.50
PAGES: 6
FEE NUMBER: 2015-031032



When recorded mail to:

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

TOWN OF FLORENCE

Special Warranty Deed with Reverter

The Town of Florence,
an Arizona Municipal Corporation

and

Stephen T. Smallidge

May 11, 2015

When recorded, return to:)
)
Town Clerk)
Town of Florence)
P.O. Box 2670)
Florence, AZ 85232)

SPECIAL WARRANTY DEED WITH REVERTER
EXEMPT – NO AFFIDAVIT NECESSARY – SEE A.R.S. SECTION 11-1134A.3

For the consideration of Two Thousand Five Hundred Dollars and other valuable consideration, and subject to the Reverter Provisions (herein so called) as set forth below, effective as of May 11, 2015 (the "Effective Date"), TOWN OF FLORENCE an Arizona municipal corporation ("Grantor"), hereby conveys to STEPHED T. SIMPLIDGE, a(n) _____ ("Grantee"), the following described real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto:

See the legal description set forth in Exhibit "A" attached and incorporated by this reference (the "Real Property").

SUBJECT TO all matters of record as of the date of recording of this Special Warranty Deed With Reverter (this "Deed") in the Official Records of Pinal County, Arizona ("PCR"), and matters which would be disclosed by an accurate survey and inspection of the Real Property, both above-and below-ground.

The Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and no other, subject to the matters above set forth and in the Reverter Provisions set forth below.

REVERTER PROVISIONS

1. Conveyance Subject to Reverter. Grantee, by its acceptance of this Deed, on its own behalf and on behalf of Grantee's successors and assigns, hereby acknowledges and agrees that the conveyance evidenced by this Deed is subject to the existence of a Reversion (herein so called) contained in this Deed.

2. Sale of Property. This Deed arises under and in regard to that certain Request for Bids (herein so called) promulgated by Grantor on or about February 18, 2015, and the subsequent award of the bid of and to Grantee by Grantor at Grantor's Common Council meeting on April 6, 2015. The Request for Bids set forth the Reverter Provisions and indicated to all bidders that the Reverter Provisions would be placed in any deed of Grantor to the Real Property

3. The Reverter Provisions. The conveyance evidenced by this Deed, and the estate of Grantee in and to the Real Property, are subject to the following Reverter

Provisions (herein so called), such that the Grantee must complete, utilizing its own funds (including, and without limitation); in a first-class, good and workerlike manner; lien free; and in accordance with all applicable laws, codes and regulations, the following actions within the time periods set forth immediately hereinbelow:

(i) Phase 1: The building currently located on the Real Property (the "Building") must be stabilized to the reasonable satisfaction of Grantor by subsequent inspection within one hundred days after the Effective Date. All plans and permits for the stabilization must be approved by Grantor in its ordinary course. A one-time thirty day extension to complete the stabilization may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Stabilization, at a minimum, shall mean that the Building is considered structurally safe and sound though not yet occupiable; the Building is generally weather-proofed; existing pigeon, vermin, insect or other infestation is adequately addressed; windows and doors on the Building are exposed; and exterior walls are repaired, surfaced and painted.

(ii) Phase 2: The complete renovation/rehabilitation of the Building must be completed within two years after the Effective Date. All plans and permits for the renovation/rehabilitation must be approved by Grantor in its ordinary course. A one-time one hundred eighty day extension to complete the renovation/rehabilitation may be granted by Grantor upon showing of good cause by Grantee. Further extensions may be granted upon special circumstances authorized by Grantor in its sole discretion. Renovation/rehabilitation shall mean that the Building is brought to a condition where the Building could be occupied and Grantor has, upon final inspection, issued a Certificate of Occupancy for the Building.

4. The Reversion Trigger.

4.1 In the event all of the Reverter Provisions are not fully and timely performed by Grantee as of the respective dates set forth in Paragraph 3 above, this Deed shall be null and void and fee title to, full ownership of and all rights and benefits to the Real Property shall automatically reinvest in and revert to Grantor or its successors and assigns (the "Reversionary Owner") without further action by the parties. Fee title shall revert to the Reversionary Owner, subject to only those matters that existing of record in the PCR immediately preceding the recording of this Deed, without and free of any liens, deeds of trust, mortgages or other interests of any type, kind or nature affecting or encumbering the Real Property which were made part of record in the PCR after the recording of this Deed. Thereafter, the Reversionary Owner shall have the right of immediate reentry on the Real Property in the event of such an uncured breach. The covenants, conditions and restrictions set forth in Paragraph 3 above shall be covenants running with the land, and the breach of any of them or the continuance of any breach, which breach is not cured as set forth above, may be enjoined or remedied by appropriate proceedings by the Reversionary Owner.

4.2 The foregoing to the contrary notwithstanding, Grantee, by its acceptance of this Deed, agrees to execute and deliver to Grantor, at the time of the Reversion if the same shall come to pass, such documents as shall be deemed necessary by the Reversionary Owner or its then title insurer of the Real Property to evidence the reversion of fee title to the Reversionary Owner as provided in these Reversion Provisions. However, such obligation of Grantee shall not affect the Reversionary right of Grantor which shall, to the fullest extent permitted by law cause fee title to the Real Property to revert to and re-vest in the Reversionary Owner without further action of any party if any of the Reverter Provisions are not timely and fully performed by Grantee.

4.3 If full compliance with the Reverter Provisions does timely occur, Grantor, at the reasonable cost and expense of Grantee, shall execute such other and further documents so as to clear title to the Real Property of the effect of the Reversion and otherwise thereafter construe this Deed as a grant in fee simple.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON PAGE FOLLOWING]

Dated as of the Effective Date.

GRANTOR:

TOWN OF FLORENCE, an Arizona
municipal corporation

By: Tom J Rankin
Its: MANOR

GRANTEE:

a(n) _____

By: Stephen T. Smallidge
Its: STEPHEN T. SMALLIDGE

STATE OF ARIZONA)
) ss.
County of Pinal)

SUBSCRIBED AND SWORN TO before me this 12th day of May,
2015 by Tom J Rankin, as Manor of TOWN OF FLORENCE, an
Arizona municipal corporation, on behalf of the corporation.

My Commission Expires:
November 24, 2015

Maria Hernandez
Notary Public

STATE OF ARIZONA)
) ss.
County of Pinal)



SUBSCRIBED AND SWORN TO before me this 11 day of May,
2015 by STEPHEN T. SMALLIDGE as Grantee of
_____, a(n) _____, on behalf of the _____

My Commission Expires:
11-23-15

Adela Valenzuela
Notary Public

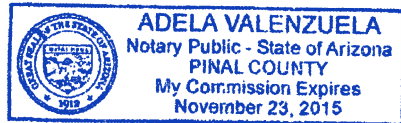


EXHIBIT A

TO SPECIAL WARRANTY DEED WITH REVERTER

Pinal County Assessor Parcel No. 200-49-0730, further described as:

The North 31', excluding the East 88.5' thereof, of Block 181 of Florence Townsite, as recorded in Book 1 and Page 1 of Pinal County Records and situated within the Southwest Quarter of the Southwest Quarter of Section 36, Township 4S, Range 9E of the Gila and Salt River Meridian, Town of Florence, Pinal County, AZ.



Town of Florence

224 W 20th St
P.O. Box 2670
Florence AZ 85132
520-868-7573
www.florenceaz.gov

BLD-15-00315

PROJECT NAME: CUEN BUILDING
SITE ADDRESS: 143 N MAIN ST FLORENCE

BLD-COMM

ISSUED: 11/02/2015
EXPIRES: 04/17/2017

PROJECT DESCRIPTION: RESTORATION OF EXTERIOR SEVERAL STRUCTURAL REPAIRS

PARCEL: 200490730

LEGAL DESCRIPTION: FLORENCE TOWNSITE: N-31 OF BLK 181 EXC
TH E-88.5' THEREOF SEC 36-4S-9E 1131 SQ FT .025 AC

APPLICANT: SMALLIDGE, STEPHEN
PO BOX 2501
FLORENCE, AZ 85132
334-723-2687

OWNER: SMALLIDGE, STEPHEN
PO BOX 2501
FLORENCE, AZ 85132
334-723-2687

CONTRACTOR:

**GENERAL SMALL COMMERCIAL
CONTRACTOR:**

AMERI MEX
3515 N WHEELER RD
COOLIDGE, AZ 85128

License: 230316
Expires: 03/31/2017

REQUIRED INSPECTIONS

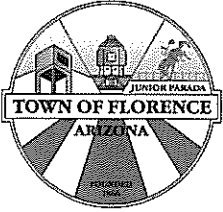
Footings	Roof Framing
Reinforced Steel	Rough Framing
Lath - <i>only inspection</i>	Final Building

Passed 4-20-16 by Jason Perrod

*Inspections can be scheduled through our public portal at
<https://twn-florence-az.smartgovcommunity.com/portal/Public/home>
or by calling 520-868-7601 no later than 4PM to be placed on the schedule for the next business day.*

CONDITIONS

- * This permit becomes null and void if work or construction is not commenced within 180 days, or construction is suspended or abandoned for 180 days at any time after work is commenced.
- * All work must conform to 2006 International Building Code. Any omission of plans or specifications does not constitute approval.
- * Inspections must be called in no later than 4:00 PM the working day prior to be placed on the schedule for the next business day.
- * Permit and approved drawings must be posted on site and accessible for the duration of the project. Failure to do so may result in failed inspections and additional fees.



Town of Florence

224 W 20th St
P.O. Box 2670
Florence AZ 85132
520-868-7573
www.florenceaz.gov


BLD-15-00315

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state/local law regulating construction or the performance of construction.

Issued By: JP

Inspections Performed

1 Record

	Case #	Parcel Number	Site Address	Inspection Type	Inspection Date	Inspection Status	Results	Inspector
	BLD-15-00315	200490730	143 N MAIN ST	LATH	04/20/2016	PASS		Jason Penrod



**COMMUNITY DEVELOPMENT
PERMIT APPLICATION**

Date Received 9-14-15
Log # BLD-15-00315

This application is not a permit. No work will be allowed to take place until a permit is issued by the Town of Florence and posted by permittee on-site. The permit will be subject to general conditions set forth herein and any special conditions applicable to the scope of work. **Two (2) sets of construction drawings, a signed Inspection Rights & Responsibilities form and plan review fees (based on valuation) must accompany this application.** The filing of this application and the payment of fees does not guarantee or grant the issuance of a permit. **All minimum fees are non-refundable.**

Date <u>9/14/15</u>	Applicant (Owner / Authorized Agent) <u>Stephen T. Smallidge</u>	Phone # <u>334-723-2687</u>
Commercial <input type="checkbox"/> Fireworks <input type="checkbox"/> New Building <input type="checkbox"/> Signage <input type="checkbox"/> Solar <input checked="" type="checkbox"/> Tenant Improvement <input type="checkbox"/> Civil Improvements Grading Quantities (cut & fill) _____ CY	Residential <input type="checkbox"/> Addition <input type="checkbox"/> Accessory Building <input type="checkbox"/> Carport <input type="checkbox"/> MH / Park Model <input type="checkbox"/> New SFR <input type="checkbox"/> Patio Cover <input type="checkbox"/> Remodel <input type="checkbox"/> Solar	Other <input type="checkbox"/> Certificate of Occupancy <input type="checkbox"/> Electrical <input type="checkbox"/> Gas <input type="checkbox"/> Irrigation <input type="checkbox"/> Standard - Plan # _____ <input type="checkbox"/> Demo **May require Asbestos Abatement from Pinal County prior to permit issuance** <input type="checkbox"/> Mechanical <input type="checkbox"/> Plumbing <input type="checkbox"/> Pool / Spa <input type="checkbox"/> Roofing
Project Name / Job Site Address <u>THE MISS GUYEN 145 N. Main St.</u>		Parcel # <u>200-49-0730</u>
Property Owner / Mailing Address <u>STEPHEN T. SMALLIDGE</u>		Unit # / Lot # <u>334-723-2687</u>
Builder / Contractor <u>Ameri Mex</u>		Contractor Phone # <u>334-723-2687</u>
Address <u>3515 N. Wheeler Rd - Coolidge AZ - 85128</u>		
ROC # <u>230316</u>	Class <u>CLASS B-2</u>	Town Business License #
Description of Work <u>RESTORATION CURB BUILDING IN+OUT BY ADD. I STUCCO & ROOF - TRUSS WORK & FHC BEAMS</u>		
Valuation (Market Value including Labor & Materials)		Square Footage
New Manufactured Homes Only Below This Point		
Manufacturer	Year	
Model	Size	
HUD Insignia and Serial #	Date Entered State	
Mobile homes built prior to June 15, 1976 require a Rehabilitation Compliance Permit from the Office of Manufactured Housing. (602) 364-1003.		
I hereby certify that this application and all submittals are true and correct. All laws and ordinances governing zoning, building and health will be complied with whether specified herein or not.		
Print Name (Owner / Authorized Agent) <u>STEPHEN T. SMALLIDGE</u>	Signature 	Date <u>9/14/15</u>

FOR OFFICE USE ONLY

- | | | |
|--|------------------------------|-----------------------------|
| <input type="checkbox"/> Set Backs Verified | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Historical District | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Asbestos Survey | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> PW Review | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Fire Review | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Building Review By JP Date 9/28/15
 Issued By _____ Date _____
 Plan Review Fee \$ _____ Permit Fee \$ _____
 Additional Fees \$ _____ Balance Due \$ _____
 Comments _____



Town of Florence

224 W 20th St
P.O. Box 2670
Florence AZ 85132
520-868-7573
www.florenceaz.gov

BLD-15-00315

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state/local law regulating construction or the performance of construction.

Issued By: 

**Town of Florence
Community Development**

224 W 20th St / P.O. Box 2670

Florence, Arizona 85132

Phone (520) 868-7575 Fax (520) 868-7546 TDD (520) 868-7502

www.florenceaz.gov

<https://town-florence-az.smartgovcommunity.com/portal/Public/home>

**INSPECTIONS; APPLICABILITY
RIGHTS AND RESPONSIBILITIES**

Address _____

Purpose of inspection _____

(A.R.S. § 9-833 A) A municipal inspector or regulator who enters any premises of a regulated person for the purpose of conducting an inspection shall:

Present photo identification on entry of the premises

State the purpose of the inspection and the legal authority for conducting the inspection

Disclose any applicable inspection fees

Except for a fire and life safety inspection of areas that are accessible to the general public or a food and swimming pool inspection, afford an opportunity to have an authorized on-site representative of the regulated person accompany the municipal inspector or regulator on the premises, except during confidential interviews

Provide notice of the right to have:

- Copies of any original documents taken by the municipality during the inspection if the municipality is permitted by law to take original documents
- A split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, if appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive
- Copies of any analysis performed on samples taken during the inspection

Inform each person whose conversation with the municipal inspector or regulator during the inspection that the conversation is being tape recorded

Inform each person interviewed during the inspection that statements made by the person may be included in the inspection report

You have the right to appeal the final decision of a municipality based on the results of an inspection to;

Town of Florence
Community Development
Mark Eckhoff, AICP, Director
224 W 20th St
P. O. Box 2670
Florence, AZ 85132
(520) 868-7540

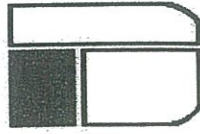
If you have any questions regarding this inspection, you may contact;

Jason Penrod @ 520-868-7615
Tracie Wilgus @ 520-868-7573

By signing below, I _____ have read and understand my rights as prescribed above
Print Name

Signature / Date

Not available or Refusal to sign by regulated person or on site representative _____
Town of Florence / Date



AAr / Thompson Designers, Inc.
Architects / Engineers / Interior Designers

April 30, 2015

Steve Smallridge
185 S Main St.
Florence Az. 85132
520-509-6094
Happyadobe520@Gmail.com

Regard:
Quen Bldg.
145 N Main St.
Florence, Az. 85132

Steve,

Pursuant my visit to the above referenced site I would recommend removing the 9 foot section of the North East corner of the adobe wall and replacing with a 8" CMU wall of full grout and connected to the East wall, the roof, the floor and the remaining westerly wall at the doorway using #4 rebar dowels x 2 feet length and at 16" center spacing vertically for walls and horizontal for floor. Attach to wood roof construction using a 2 x 8 sill plate bolted to the top of the 8" wall with 1/2" x 8" J anchor bolts at 24" c/c and h2.5 clips at max 16" centers to roof rafter.

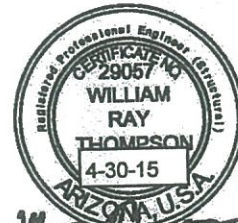
At each side of the skylight at 9 and 11' south of the new north wall insert construction, I recommend that you install a two beam construction each consisting of three 2 x 10 DFL#2 and spanning the 16'-4" east west direction to bear on new 4 x 6 posts at each end and within the wall construction. These beams are for your supporting portions of the roof and the short stub wall at the westerly end of the beams. Connections of posts to beams and framing to beams are to be made with any style of Simpson connectors made for these applications.

Attached to this report is a sketch of the referenced area.

Respectfully,
AAr / Thompson Designers, Inc.
Architects, Structural Engineers

Bill Thompson

William R. Thompson, AIA, ALA, SE, SECB, PE, CCS
License # 29057
Expires 6/30/2016



W.R. Thompson
Expires 6-30-16

TOWN OF FLORENCE BUILDING SAFETY

APPROVED

DATE: 11/13/15

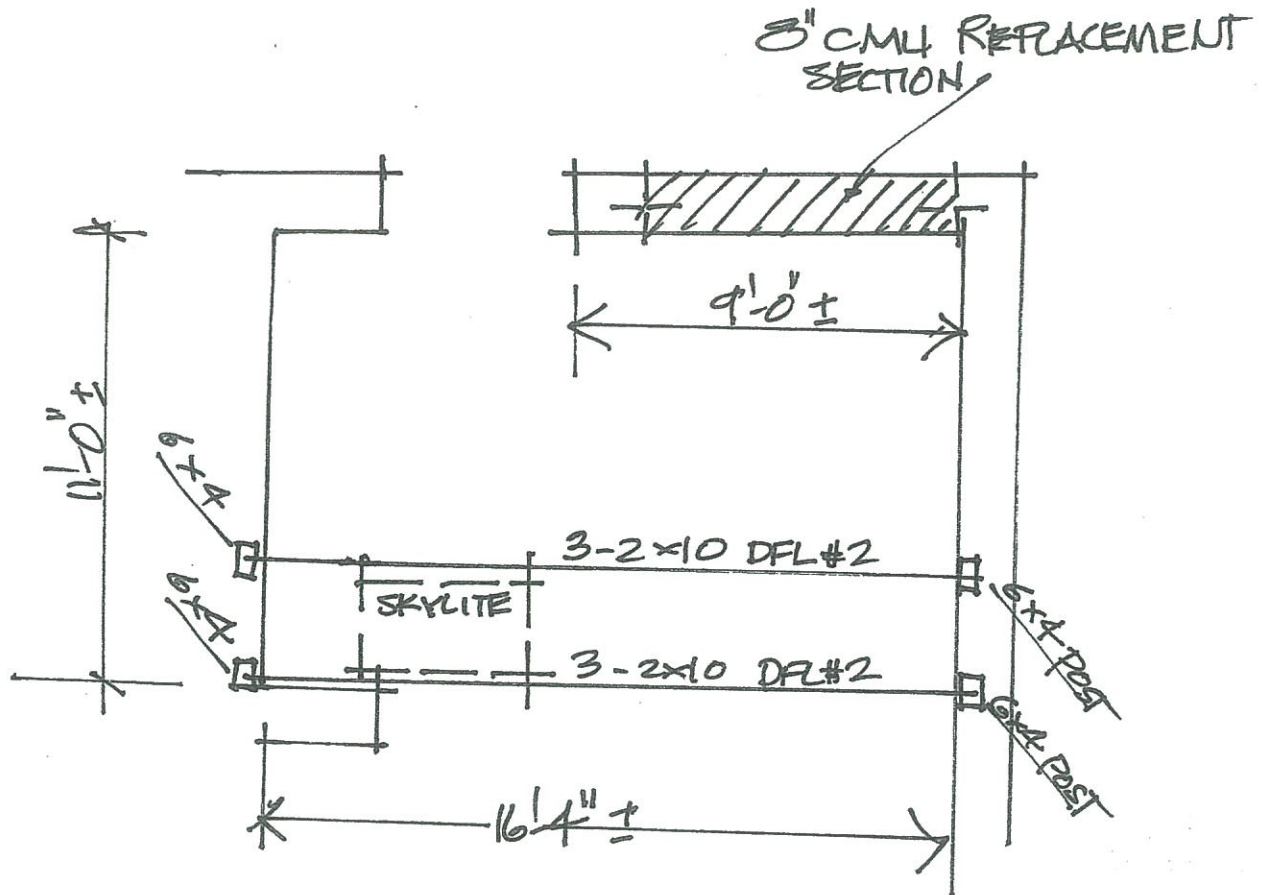
BY: JP

995 S Hamilton St., Chandler, Az. 85225
480-802-2010 - FAX 480-895-0956
Casa Grande, Az. 85222
520-421-2140
www.thompsondesigners.com

*CIVIL RIGHTS
TO MAINTAIN*

*PHIL
LIMBROCK*

STRUCTURAL ENGINEERS
480-802-2010
4.30.15



PARTIAL PLAN QUEN BLDG.
145 N. MAIN ST. NTS
FLORENCE, AZ.



STEVE SWALLOW
185 S. MAIN ST.
FLORENCE, AZ.

TOWN OF FLORENCE BUILDING SAFETY

APPROVED

DATE: 4/13/15

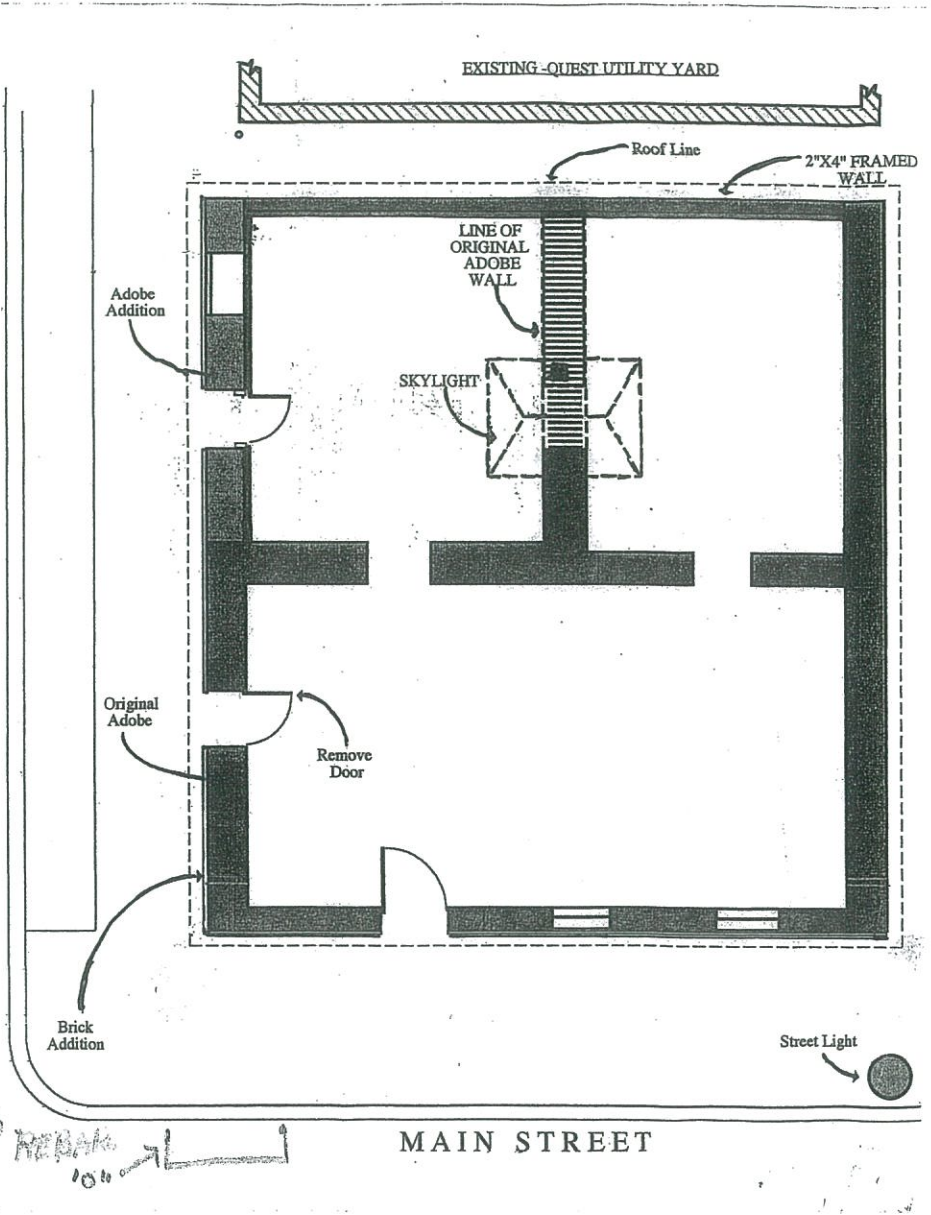
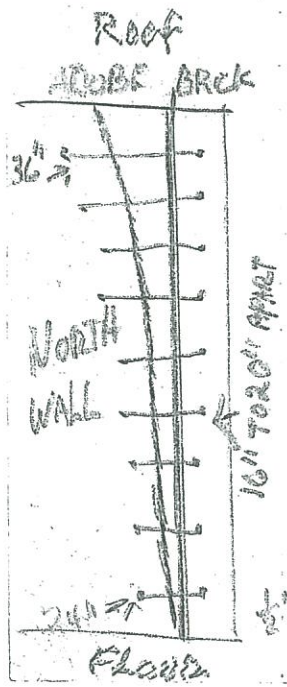
BY: JP



3/16=1'

11/10/15
SJS

**EXISTING
CONDITION
PLAN**



TOWN OF FLORENCE BUILDING SAFETY

APPROVED

DATE: 11/13/15

BY: JS