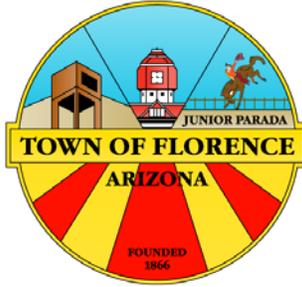


# TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Karen Wall  
Councilmember Kristen Larsen  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



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

Monday, July 20, 2020

6:00 PM

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**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, July 20, 2020, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.**

## **SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.*

*To attend the meeting noticed below by technological means, members of the public may:*

- 1. Access the link to watch a video stream on the Town website: [www.FlorenceAZ.gov/tv](http://www.FlorenceAZ.gov/tv) or view the meeting live on Cox TV Channel 11.*
- 2. To call in and listen, please dial:  
US: 1 346 248 7799 or +1 669 900 6833*

Webinar ID: 875 3787 8064  
Password: 971506

*Members of the public may submit written comments relating to this meeting to Town Clerk Lisa Garcia by emailing [lisa.garcia@florenceaz.gov](mailto:lisa.garcia@florenceaz.gov) at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.*

*If any member of the public has difficulty connecting to the meeting, they are invited to contact the Town of Florence Information Technology Helpdesk at (520) 868-7543.  
The agenda for this meeting is as follows:*

**1. CALL TO ORDER**

**2. ROLL CALL:** Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

**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. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

- a. **Ordinance No. MRCFD1 117-20:** second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021. (Becki Jimenez)
- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 **July 6, 2020** Special Meeting minutes.

**7. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

**8. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

- a. **Ordinance No. MRCFD2 217-20:** second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.(Becki Jimenez)
- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 **July 6, 2020** Special Meeting minutes.

**9. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

**10. PRESENTATIONS**

- a. Steward Health and COVID-19 Presentation. (Dr. Derrick Glum)
- b. **Water Smart Conference** Summary Presentation. (Maricella Benitez)

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

- a. **Ratification of the Interagency** Service Agreement extension between Arizona State Parks, and the Town of Florence, to manage McFarland State Historic Park through December 31, 2020. (Jennifer Evans)
- b. **Approval of Addendum 1** to the Intergovernmental Agreement (IGA) with the Florence Industrial Development Authority for use of the Suter House. (Hezekiah Allen)
- c. **Approval of Change Order 7**, for WestLand Resources, for the Poston Butte Preserve Project On-Call Engineering. (Hezekiah Allen)
- d. **Authorization to contract** with Ascendant Auto and Diesel Services, Inc. for repair and maintenance of the Town fire apparatus. (Chris Salas)
- e. Approval of the **June 1** and **June 15, 2020** Town Council Meeting minutes.

**12. UNFINISHED BUSINESS**

- a. **Ordinance No. 695-20:** second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2021. (Becki Jimenez)
- b. **Ordinance No. 696-20:** second reading and Discussion/Approval/Disapproval of An Ordinance of the Town of Florence, Pinal County, Arizona, adopting a secondary property tax for the Fiscal Year 2020-2021 for Anthem at Merrill Ranch Street Light Improvement District #1, Anthem at Merrill Ranch Street Light Improvement District #2 and Anthem at Merrill Ranch Street Light Improvement District #3. (Becki Jimenez)

**13. NEW BUSINESS**

- a. **Resolution No. 1745-20:** Discussion/Approval/Disapproval to adopt Resolution No. 1745-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE AMENDED FINAL PLAT FOR FLORENCE PLAZA; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Larry Harmer)

- b. **Discussion/Approval/Disapproval** of negotiation of a Pre-Annexation Development Agreement with Grinders Sports Group LLC. to construct a mixed-use project in the Town of Florence. (Brent Billingsley)

#### **14. MANAGER'S REPORT**

#### **15. CALL TO THE PUBLIC**

#### **16. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

#### **17. 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). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

**POSTED ON JULY 15, 2020, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

**\*\*\*PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR 711 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 1 Members and to the general public that a Special Meeting of the District Board will be held on Monday, July 20, 2020 at 6:00 p.m., or immediately following the Town of Florence Council Meeting, in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.

## **SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

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2. To call in and listen, please dial:  
US: 1 346 248 7799 or +1 669 900 6833

Webinar ID: 875 3787 8064  
Password: 971506

*Members of the public may submit written comments relating to this meeting to District Clerk Lisa Garcia by emailing [lisa.garcia@florenceaz.gov](mailto:lisa.garcia@florenceaz.gov) at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.*

**The agenda for this meeting is as follows:**

### **1. CALL TO ORDER**

**2. ROLL CALL:** Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_, Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

### **3. NEW BUSINESS**

- a. **Ordinance No. MRCFD1 117-20:** second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1,

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021. (Becki Jimenez)

- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 July 6, 2020 Special Meeting minutes.

#### **4. ADJOURNMENT**

The Merrill Ranch Community Facilities District No. 1 (MRCFD1) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD1 Board may appear for part or all of the meeting including Executive Session telephonically.

**POSTED ON JULY 15, 2020, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

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# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 2 Members and to the general public that a Special Meeting of the District Board will be held on Monday, July 20, 2020 at 6:00 p.m., or immediately following the Town of Florence Council Meeting, in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona.

## **SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Merrill Ranch Community Facilities District No. 2 Board has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Chairman Tara Walter, on March 18, 2020. The Merrill Ranch Community Facilities District No. 2 Board provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.*

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2. To call in and listen, please dial:  
US: 1 346 248 7799 or +1 669 900 6833

Webinar ID: 875 3787 8064  
Password: 971506

*Members of the public may submit written comments relating to this meeting to District Clerk Lisa Garcia by emailing [lisa.garcia@florenceaz.gov](mailto:lisa.garcia@florenceaz.gov) at any time until one hour prior to the posted start time for the meeting. Please be sure to include your name and address for the record as well as the meeting date (and Agenda Item #, if applicable) in the subject of your email.*

The agenda for this meeting is as follows:

### **1. CALL TO ORDER**

**2. ROLL CALL:** Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_, Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

### **3. NEW BUSINESS**

- a. **Ordinance No. MRCFD2 217-20;** second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2,

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.(Becki Jimenez)

- b. Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 July 6, 2020 Special Meeting minutes.

#### **4. ADJOURNMENT**

The Merrill Ranch Community Facilities District No. 2 (MRCFD2) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD2 Board may appear for part or all of the meeting including Executive Session telephonically.

**POSTED ON July 15, 2020, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://WWW.FLORENCEAZ.GOV).**

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	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>6a.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DISTRICT NUMBER:</b> Merrill Ranch Community Facilities District No. 1  <b>STAFF PRESENTER:</b> Becki Jimenez, District Treasurer  <b>SUBJECT:</b> Ordinance No. MRCFD1 117-20 to Levy Secondary Property Tax		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input checked="" type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Second reading and adoption of Ordinance No. MRCFD1117-20: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.

**BACKGROUND/DISCUSSION:**

The Merrill Ranch Community Facilities District No. 1 Board has authorized a secondary property tax levy for the payment of debt service, and operations and maintenance of Community Facilities District No. 1.

The estimates for debt service and maintenance and operations have been set forth. The rate for debt service (Debt Service Fund) for General Obligation Bonds is \$1.6855 per Net Assessed Valuation (NAV), or an estimated \$552,717. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$98,377. The total levy is for \$651,094 at a rate of \$1.986 per \$100 NAV.

Some of the fund balance will be used to pay the remaining debt service and comply with new state law regarding the amount of funds allowed to be retained year to year.

The public hearing and first reading were done on July 6, 2020.

**A VOTE OF NO WOULD MEAN:**

The Merrill Ranch Community Facilities District No. 1 would not be able to meet the General Obligation debt service payment for Fiscal Year 2020-21.

**A VOTE OF YES WOULD MEAN:**

The ability to fund debt service payments and administrative costs of the Merrill Ranch Community Facilities District No. 1.

**FINANCIAL IMPACT:**

Total Levy of \$651,094 at a rate of \$1.9855 per \$100 of NAV.

**ATTACHMENTS:**

Ordinance No. MR CFD1 117-20  
Budget Schedule B  
Public Notice

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1**

**ORDINANCE NO. MRCFD1 117-20**

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

**WHEREAS**, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2020-21 is required to be adopted no later than the third Monday in August; and

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

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

**Section 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 1, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$1.6855** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100.00) for operations and maintenance of the district, for a combined rate of **\$1.9855** on each one hundred dollars (\$100.00) for the Fiscal Year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of

the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

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

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

**PASSED AND ADOPTED** by the District Board of Merrill Ranch Community Facilities District No. 1, Town of Florence, Pinal County, Arizona, the 20<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Tara Walter, District Board Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
Clifford L. Mattice, District Attorney

**Merrill Ranch Community Facilities District No 1  
Tax Levy and Tax Rate Information  
Fiscal Year 2021**

	<b>2020</b>	<b>2021</b>
Fiscal Year 2021		
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	208,464	651,094
C. Total property tax levy amounts	\$ 208,464	\$ 651,094
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 202,008	
(2) Prior years' levies	(227,797)	
(3) Total secondary property taxes	\$ (25,790)	
C. Total property taxes collected	\$ (25,790)	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	0.7200	1.9855
(3) Total city/town tax rate	0.7200	1.9855
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the District was operating 1 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**MRCFD NO.1 Published Notice**

**Merrill Ranch Community Facilities District No. 1  
Notice of Public Hearing**

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2020-2021 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATED TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Merrill Ranch Community Facilities District #1 of the operations and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property of the District. Notice is further given that a Public Hearing will be held to discuss Resolution No. **MRCFD1 142-20**, a resolution of the CFD District Board of the Town of Florence, Arizona, adopting a budget for the Fiscal Year 2020-2021 including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. A copy of the proposed budget is available for public inspection at the Administration Department, located at 775 N. Main Street; the Community Library, located at 1000 S. Main Street; and the Anthem Fire Station No. 2, located at 2035 N. Hunt Highway.

The Public Hearing is held on July 6, 2020, beginning at 6:00 P.M. The hearings take place in the council chamber at Florence Town Hall, located at 775 N. Main Street, Florence, Arizona 85132. The telephone number is (520) 868-7500.

Dated this 11th day of June 2020

/s/ Brent Billingsley

.....  
District Manager  
Merrill Ranch Community Facilities District #1

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Please publish Notice of Public Hearing  
Publish: June 18, 2020, June 25, 2020

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 ACTION MINUTES

MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 BOARD SPECIAL MEETING HELD ON MONDAY, JULY 6, 2020 AT 6:00 P.M., OR IMMEDIATELY FOLLOWING THE TOWN OF FLORENCE COUNCIL MEETING, IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

## **SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Merrill Ranch Community Facilities District No. 1 Board has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Chairman Tara Walter, on March 18, 2020. The Merrill Ranch Community Facilities District No. 1 Board provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.*

## **CALL TO ORDER**

Vice-Chairman Anderson called the meeting to order at 6:00 p.m.

## **ROLL CALL:**

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes,  
Judy Hughes

**Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 1; and first reading of Ordinance No. MRCFD1 117-20,**

Chairman Walter read Ordinance No. MRCFD1 117-20 for the record.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Becki Jimenez, District Treasurer, stated that the estimates for debt service and maintenance and operations have been set forth and is set at \$1.9855 per \$100 Net Assessed Valuation (NAV).

The rate for debt service (Debt Service Fund) for General Obligation Bonds is \$1.6855 per NAV, or an estimated \$552,717. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$98,377. The total levy is for \$651,094 at a rate of \$1.986 per \$100 NAV.

Ms. Jimenez stated that this levy is different from last year as it is lower. The District had excess funds that had to be used to adhere to the new State limitation on levies. It also had a compounding problem this year because it had to pay back funds due to Pinal County's valuation. This created additional levy to provide enough funds to pay the debt service.

Chairman Walter opened the public hearing. There being no public comments, Chairman Walter closed the public hearing.

**Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 1; and possible adoption of Resolution No. MRCFD1 142-20.**

Chairman Walter read Resolution No. MRCFD1 142-20 for the record.

**A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021.**

Ms. Jimenez stated that the proposed budget that has been set forth is comprised of four different funds: capital outlay, assessment debt service, GO Debt Service, and Administrative Debt Service Fund.

Ms. Jimenez stated that she has budgeted \$2 million in capital, which will be dependent if they have bonding this fiscal year. The total budgeted expenditures are \$3,351,781.

Chairman Walter opened the public hearing. There being no public comments, Chairman Walter closed the public hearing.

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (5: Walter, Anderson, Wall, Larsen, Hughes; 1: Cordes) to adopt Resolution No. MRCFD1 142-20.

**Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 February 18, March 16 and April 15, 2020 Special Meeting minutes.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to approve the Merrill Ranch Community Facilities District February 18, March 16 and April 15, 2020 Special Meeting minutes.

**ADJOURNMENT**

**The Merrill Ranch Community Facilities District No. 1 (MRCFD1) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-**

Merrill Ranch Community Facilities District No. 1 Meeting Minutes

July 6, 2020

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**431.03(A)(3). One or more members of MRCFD1 Board may appear for part or all of the meeting including Executive Session telephonically.**

On motion of Boardmember Larsen, seconded by Boardmember Hughes, and carried (6-0) to adjourn the meeting.

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Tara Walter, Chairman

ATTEST:

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Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 1 meeting held on July 6, 2020 and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, District Clerk

	<b>MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8a.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DISTRICT NUMBER:</b> Merrill Ranch Community Facilities District No. 2  <b>STAFF PRESENTER:</b> Becki Jimenez, District Treasurer  <b>SUBJECT:</b> Ordinance No. MRCFD2 217-20 to Levy Secondary Property Tax		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input checked="" type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> <b>Other</b>

**RECOMMENDED MOTION/ACTION:**

Second reading and adoption of Ordinance No. MRCFD2 217-20: AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.

**BACKGROUND/DISCUSSION:**

The Merrill Ranch Community Facilities District No. 2 Board has authorized a secondary property tax levy for the payment of debt service, and operations and maintenance of Merrill Ranch Community Facilities District No. 2.

The estimates for debt service and maintenance and operations have been set forth. The rate for debt service (Debt Service Fund) for General Obligation Bonds is \$3.25 per Net Assessed Valuation (NAV), or an estimated \$767,514. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$70,847. The total levy is for \$838,361 at a rate of \$3.55 per \$100 NAV.

The public hearing and first reading were done on July 6, 2020.

**A VOTE OF NO WOULD MEAN:**

The Merrill Ranch Community Facilities District No. 2 would not be able to meet the General Obligation debt service payment for FY 2020-2021.

**A VOTE OF YES WOULD MEAN:**

The ability to fund debt service payments and administrative costs.

**FINANCIAL IMPACT:**

Total Levy of \$838,361 at a rate of \$3.55 per \$100 of NAV.

**ATTACHMENTS:**

Ordinance No. MRCFD2 217-20  
Schedule B from Official Budget  
Public Notice

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2**

**ORDINANCE NO. MRCFD2 217-20**

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

**WHEREAS**, by the provision of State Law, the Ordinance levying a secondary property tax rate for the Fiscal Year 2020-2021 is required to be adopted no later than the third Monday in August; and

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

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

**Section 1:** There is hereby levied on each one hundred dollars (\$100) of the assessed value of all property, both real and personal, within the corporate limits of the Merrill Ranch Community Facilities District No. 2, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$3.25** on each one hundred dollars (\$100.00) for the purpose of providing debt service and enhanced municipal services, and **\$0.30** on each one hundred dollars (\$100) for operations and maintenance of the district, for a combined rate of **\$3.55** on each one hundred dollars (\$100) for the fiscal year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** No failure by the officials of Pinal County, Arizona to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of

the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

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

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

**PASSED AND ADOPTED BY THE DISTRICT BOARD** of Merrill Ranch Community Facilities District No. 2, Town of Florence, Pinal County, Arizona, the 20<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Tara Walter, District Board Chairperson

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, District Clerk

\_\_\_\_\_  
Clifford L. Mattice, District Attorney

**Merrill Ranch Community Facilities District No 2  
Tax Levy and Tax Rate Information  
Fiscal Year 2021**

	<b>2020</b>	<b>2021</b>
3. Property tax levy amounts		
A. Primary property taxes	\$ _____	\$ _____
B. Secondary property taxes	763,268	838,361
C. Total property tax levy amounts	\$ 763,268	\$ 838,361
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 758,321	
(2) Prior years' levies	16,107	
(3) Total secondary property taxes	\$ 774,428	
C. Total property taxes collected	\$ 774,428	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	_____	_____
(2) Secondary property tax rate	3.5500	3.5500
(3) Total city/town tax rate	3.5500	3.5500
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the District was operating 1 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**MRCFD NO. 2 Published Notice**

**Merrill Ranch Community Facilities District No. 2  
Notice of Public Hearing**

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2020-2021 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATED TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Merrill Ranch Community Facilities District #2 of the operations and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property of the District. Notice is further given that a Public Hearing will be held to discuss Resolution No. **MRCFD2 241-20**, a resolution of the CFD District Board of the Town of Florence, Arizona, adopting a budget for the Fiscal Year 2020-2021 including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. A copy of the proposed budget is available for public inspection at the Administration Department, located at 775 N. Main Street; the Community Library, located at 1000 S. Main Street; and the Anthem Fire Station No. 2, located at 2035 N. Hunt Highway.

The Public Hearing is held on July 6, 2020, beginning at 6:00 P.M. The hearings take place in the council chamber at Florence Town Hall, located at 775 N. Main Street, Florence, Arizona 85132. The telephone number is (520) 868-7500.

Dated this 11<sup>th</sup> day of June 2020

/s/ Brent Billingsley

.....  
District Manager  
Merrill Ranch Community Facilities District #2

\*\*\*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 ACCOMODATION. \*\*\*

Please publish Notice of Public Hearing  
Publish: June 18, 2020, June 25, 2019

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ACTION MINUTES

**MINUTES OF THE MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 BOARD SPECIAL MEETING HELD ON, JULY 6, 2020 AT 6:00 P.M., OR IMMEDIATELY FOLLOWING THE TOWN OF FLORENCE COUNCIL MEETING, IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

## *SPECIAL NOTICE REGARDING PUBLIC MEETINGS*

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Merrill Ranch Community Facilities District No. 2 Board has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Chairman Tara Walter, on March 18, 2020. The Merrill Ranch Community Facilities District No. 2 Board provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.*

## **CALL TO ORDER**

Vice-Chairman Anderson called the meeting to order at 6:00 p.m.

## **ROLL CALL:**

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes,  
Judy Hughes

## **NEW BUSINESS**

**Public hearing to receive citizens' comments on the property tax levy of the Merrill Ranch Community Facilities District No. 2; and first reading of Ordinance No. MRCFD2 217-20.**

Chairman Walter read Ordinance No. MRCFD2 217-20 by title only.

**AN ORDINANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

Ms. Jimenez stated that the estimates for debt service and maintenance and operations have been set forth. The rate for debt service (Debt Service Fund) for General Obligation Bonds (GO) is \$3.25 per Net Assessed Valuation (NAV), or an estimated \$767,514. The rate for the operations and maintenance (Administrative Fund) is \$0.30 per NAV, or an estimated \$70,847. The total levy is for \$838,361 at a rate of \$3.55 per \$100 NAV.

Ms. Jimenez stated that they no longer have excess funds to pay for the debt service as the Board is adhering to the State limitations. The exact amount that is needed to pay for the debt service is what is levied.

Chairman Walter opened the public hearing.

Boardmember Cordes stated that she is not in favor of raising the taxes and does not agree with the increase.

Chairman Walter stated no one is in favor of increasing taxes. In the past. It has been \$3.25 per \$100 NAV.

Ms. Jimenez stated that the GO levy and Admin levy have not changed in Merrill Ranch Community Facilities District No. 2 over the past years.

Chairman Walter stated, if this item is not passed, there will not be enough funds in which to make their payments which is the Board's legal obligation.

Vice-Chairman Anderson inquired if this is a tax increase.

Ms. Jimenez stated that there is no increase; they are at their maximum amount to levy.

Chairman Walter closed the public hearing.

**Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 2; and possible adoption of Resolution No. MRCFD2 241-20.**

Chairman Walter read Resolution No. MRCFD2 241-20 by title only.

**A RESOLUTION OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021.**

Ms. Jimenez stated that the proposed budget that has been set forth is comprised of four different funds: capital outlay, assessment debt service, GO Debt Service, and Administrative Debt Service Fund. She has budgeted for the possibility of issuing bonds this fiscal year. The total budget for MRCFD No. 2 is \$4,493,792.

Chairman Walter opened the public hearing.

Mr. Gordan Lieman, Florence Resident, inquired what the previous rates were.

Merrill Ranch Community Facilities District No. 2 Meeting Minutes

July 6, 2020

Page 2 of 3

Ms. Jimenez stated that it has been \$3.25 per \$100 NAV on the GO levy and \$0.30 on the Admin levy.

Chairman Walter closed the public hearing.

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (5: Walter, Anderson, Wall, Larsen, Hughes: 1: Cordes) to adopt Resolution No. MRCFD2 241-20.

**Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 June 15, 2020 Special Meeting minutes.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Cordes, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 2 June 15, 2020 Special Meeting minutes.

**ADJOURNMENT**

**The Merrill Ranch Community Facilities District No. 2 (MRCFD2) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD2 Board may appear for part or all of the meeting including Executive Session telephonically.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Cordes and carried (6-0) to adjourn the meeting.

---

Tara Walter, Chairman

ATTEST:

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Lisa Garcia, District Clerk

I certify that the following is a true and correct copy of the minutes of the Merrill Ranch Community Facilities District No. 2 meeting held on July 6 2020 and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, District Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 10b.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Maricella Benitez, Town Planner  <b>SUBJECT:</b> Water Smart Conference Summary		<input type="checkbox"/> <b>Action</b> <input checked="" type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Presentation only

**BACKGROUND/DISCUSSION:**

In February 2020, Staff from the Town of Florence attended the Growing Water Smart Workshop. The goal of the workshop was to develop an action plan for future water policy sponsored by Sonoran Institute. The workshop incorporated case studies, group sessions, and collaboration meetings with other cities and towns to give insight on what water policies exist elsewhere. The Town of Florence Staff discussed current challenges and consequences of not having a plan for future water use. Staff worked on building an action plan that focused on helping to develop a robust water element for the General Plan Update.

The water element in the General Plan is important because it sets the goals and standards for future land and water use. The action plan follows a 12-month timeline. Based on the action plan, the Town of Florence hopes to start data collection and policy development within its first three months. At six months, Staff plans to incorporate research into the General Plan Update process. After 12 months, the water element should be complete for the General Plan Update. The 2030 General Plan is scheduled to go to the Town Council for approval in 2021.

To help with research, the Town contacted Erin Rugland, a Research Fellow of the Babbitt Center, to develop a Scope of Work to layout the process to the Town's General Plan update.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable

**FINANCIAL IMPACT:**

The Town of Florence has a budget of up to \$150,000 for consultant services to develop a Water Policy that will assist with the General Plan Update. Staff has applied for a Growing Water Smart Technical Assistance Grant. The assistance would provide \$10,000 in money or services from the Lincoln Institute and the Sonoran Institute. The application was submitted on May 28, 2020. Staff has received a response and will be meeting with the Sonoran Institute.

**ATTACHMENT**

Power Point Presentation



Sonoran Institute  
Growing Water Smart  
Workshop

# Water in Florence

- Assured Water Supply Designation (AWS)
- Utilize groundwater and CAP allotment
- Completed a regional water recharge facility
- Purchase and sale agreement with the Central Arizona Water Conservation District (CAWCD) to sell, transfer, and assign the Town's recharged CAP allotment
- Strong water portfolio

# Arizona Growing Water Smart

- PowerPoints on water and land use
- Case studies on water policy in other municipalities
- Collaboration between staff members
- Trade and discuss ideas with other Towns and Cities
- Action plan and goals for future water/land use

# Challenges

- Communication and Urgency
- Assured water supply
- Water financing
- Lack of proper process/integration
- Future sustainability needs consistency and clarity
- Growth areas not in Town service area

# Consequences

- Cannot achieve build-out
- Loss of business
- Cost for services goes up
- Inefficient and Ineffective water supply system
- Inability to serve

# Target Audience

- Council
- General public
- Regional Commissions/Committees
- Pinal County
- Developers
- Internal Staff
- Other municipalities

# Drafted Goals

- Research water in Florence and other municipalities as it relates to land use, density, and water provision
- Improve water quality
- Maintain and improve water and sewer infrastructure
- Conserve water and use water efficiently
- Identify criteria that include water within the updated General Plan

# Strategies

- General Plan Update integrates water strategies and master plan
- Education on water conservation
- Connect with other communities
- Explore landscaping options
- Create criteria that helps identify the cost/benefit of new development
- Create the foundation for the Integrated Water Master Plan (IWMP)
- Water allocation/quality policy

# Action Plan

**3 Months:** Agree on water element and bring in water consultants. Start data collection and discuss with Council.

**6 Months:** Incorporate consultant's work into General Plan process. Explore water element outreach.

**12 months:** Complete water element for General Plan.

# Next Steps/Update

- Water Sustainability Element
  - Draft Scope of Work received from Erin Rugland
- Growing Water Smart Technical Assistance Grant
  - Grant Application: Water Policy Recommendations Report
  - \$10,000
- Request for Proposals: Water Policy Report

Questions?

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11a.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Extension of Interagency Service Agreement between Town of Florence and Arizona State Parks for McFarland State Historic Park		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Ratification of the Interagency Service Agreement (ISA) extension between Arizona State Parks, and the Town of Florence, to manage McFarland State Historic Park through December 31, 2020.

**BACKGROUND/DISCUSSION:**

The Town entered into a partnership with Arizona State Parks, on October 18, 2010, to operate McFarland State Historic Park. At that time, Arizona State Parks entered into agreements with several municipalities throughout Arizona to manage its five historic state parks. The municipalities partnered with local non-profit groups to manage daily operations at each park. The historic state parks were facing immediate closure due to state budget constraints but have remained open with these innovative partnerships.

The original Intergovernmental Agreement between the Town and Arizona State Parks expired in 2019. A new ISA was executed on July 1, 2019 and expired on June 30, 2020. Arizona State Parks staff has requested a six-month extension with the option of another six-month extension to allow time to negotiate a new agreement. The extension agreement is on the agenda for ratification because it was received on June 30<sup>th</sup> and needed to be executed as quickly as possible, so the agreement does not lapse.

**A VOTE OF NO WOULD MEAN:**

The ISA between the Town and Arizona State Parks expired on June 30, 2020.

**A VOTE OF YES WOULD MEAN:**

The ISA between the Town and Arizona State Parks will be in effect through December 31, 2020.

**FINANCIAL IMPACT:**

The Town pays for approximately \$6,500 in utilities costs on an annual basis. There are also occasional maintenance costs that are paid from the Facilities budget.

**ATTACHMENTS:**

Contract Agreement Amendment  
Interagency Service Agreement ASPB No. PR19-048



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This Agreement is made between TOWN OF FLORENCE (the "TOWN"), a political subdivision of the State of Arizona, and the ARIZONA STATE PARKS BOARD (the "BOARD" or "PARKS"), an agency of the State of Arizona. Individually either of these entities may be referred to as "PARTY" and collectively they may be referred to as "PARTIES".

### I. AUTHORITIES

#### A. BOARD:

1. A.R.S. § 41-511.03 authorizes the BOARD to select, acquire, preserve, establish and maintain areas of historical interest for the education, pleasure, recreation, and health of the people.
2. A.R.S. § 41-511.04 (A) (2) authorizes the BOARD to manage, develop and operate state parks.
3. A.R.S. § 41-511.04 (A) (6) authorizes the BOARD to enter into agreements with other local governments to protect state parks.
4. A.R.S. § 41-511.05 (2) authorizes the BOARD to enter into Agreements to perform its duties.
5. A.R.S. § 41-511.10 authorizes the BOARD to reject any donations, gifts or properties it finds unsuitable.

#### B. TOWN:

1. A.R.S. § 9-494 (A) authorizes the TOWN to establish and maintain public parks and to acquire, hold and improve real property for that purpose.
2. A.R.S. § 11-931 through -933 authorizes the TOWN to establish public parks and to enter into cooperative agreements to maintain and administer public parks.

### II. RECITALS

- A. **WHEREAS**, McFarland State Historic Park (hereinafter called "PARK"), is owned and operated by the BOARD, and,
- B. **WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, to acquire, manage, and plan state historic sites, and to contract with governmental entities to accomplish these purposes; and
- C. **WHEREAS**, the TOWN has the statutory authority to establish and maintain public parks; and on March 17, 2010 the TOWN Council authorized the TOWN Administrator to execute an agreement with the BOARD to operate the PARK; and
- D. **WHEREAS**, it is understood and agreed by the PARTIES that the TOWN will be expending money from time to time for the purpose of making appropriate and necessary repairs and improvements to the PARK; and
- E. **WHEREAS**, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate and maintain the PARK; and
- F. **WHEREAS**, the TOWN is willing and able to cooperatively maintain and operate the PARK for a period of time; and
- G. **WHEREAS**, the TOWN is willing to contribute its expertise, property and exhibits to this cooperative agreement; and



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H. **WHEREAS**, both TOWN and the BOARD agree that responsibility for maintenance and operational expenses will be resumed by the BOARD when it is able to do so;

**NOW, THEREFORE**, the PARTIES agree as follows:

### III. PURPOSE

- A. The BOARD enters into this Agreement with the TOWN to cooperatively maintain and operate the PARK. The PARK is located at 24 W. Ruggles Street, Florence, Arizona 85132, as shown in Exhibit 1 attached and made part of this Agreement.
- B. The PARTIES anticipate that when the BOARD believes it has sufficient funds to operate the PARK, the BOARD will resume operation of the PARK.
- C. The BOARD and TOWN will work together to develop a plan of operation for the PARK that may include continued financial support from the TOWN for the operation of the PARK.

### IV. RESPONSIBILITIES

#### A. BOARD:

1. **FUNDING.** The BOARD may provide funding, if available, for emergency maintenance repairs and/or construction improvement projects agreed upon by the PARTIES to this Agreement.
2. **VISITS and INSPECTIONS.** The BOARD will periodically visit, inspect, and monitor all or any portions of the PARK to ensure compliance with the terms and conditions of this Agreement. BOARD staff may interview TOWN personnel and volunteers, take photographs, examine documents, take notes and record data during these site inspections. The BOARD will provide a written report of its findings to the TOWN within a reasonable time after the visit. If deficiencies are found, the BOARD may require corrective actions be implemented by the TOWN or may take corrective action as permitted by this Agreement.
3. **LANDSCAPE MAINTENANCE.** The TOWN will provide routine grounds maintenance and upkeep of the exterior premises of the PARK. The TOWN may utilize Department of Corrections inmate labor for this task.
4. **The BOARD** will retain responsibility of the Archives Building located on Parcel B (Exhibit 1) with the exception of the restrooms, which will be operated and maintained by the TOWN.
5. **MANAGEMENT OVERSIGHT.** The BOARD agrees that it will maintain management oversight over the PARK to ensure that the feel of the PARK remains consistent with and comparable to other BOARD facilities.

#### B. TOWN:

1. **PARK IDENTITY.** The TOWN agrees that the PARK name will remain *McFarland State Historic Park* and it shall be referred to as such in all literature and signage. With written permission from the BOARD, the TOWN may add verbiage to the name such as "Operated cooperatively by the TOWN and the Florence Main Street Program" or other such descriptive variant and may reference the fact that the Main Street Program visitor center is located within the PARK.



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2. **PARK CONTACT INFORMATION.** The TOWN shall keep and maintain all current contact information for the PARK, i.e. telephone numbers, addresses, P.O. boxes, etc. This will avoid misinformation and confusion that could result from changing this information.
3. **COMPLIANCE WITH LAW.** The TOWN shall make those efforts necessary to ensure that the PARK is not used for any unlawful purpose, and ensure that it does not cause, maintain or permit any nuisance in, on or about the PARK.
4. **The TOWN** agrees to operate and maintain Parcels A, C & D (Exhibit 1) with the following stipulation. Parcel D may be used as an overflow area for the TOWNS Public Works Department, provided no potentially hazardous material or debris is introduced therein. The TOWN also agrees to operate and maintain the restrooms located on Parcel B.
5. **BUILDING MAINTENANCE.**
  - a. The TOWN is responsible to maintain the interior and exterior of the building, as shown in Exhibit 2. Maintenance means, “those activities necessary to keep a facility in good working order and professional in appearance,” and the TOWN agrees that it will keep the facilities of the PARK in at least as good a condition as other TOWN-maintained facilities. Construction Improvements, as referenced in Section IV, C are not considered to be maintenance, and are not the responsibility of the TOWN.
  - b. In the event of a life safety emergency or natural disaster affecting either the interior or exterior of the PARK, the TOWN shall immediately contact the BOARD’s Chief of Development to report the extent of the emergency. In time-critical situations, when the Chief of Development is unavailable, the TOWN may temporarily protect and stabilize the affected portions of the PARK until the BOARD’s Chief of Development can assess the damage and repairs can commence. The TOWN shall follow-up with a written report. Emergency construction repairs to the PARK shall be the responsibility of the BOARD and will proceed as soon as practicable.
6. **UTILITIES.**
  - a. The TOWN agrees to pay 100% of all utility costs for phone, gas, internet, alarm system(s), trash, water, and wastewater of the PARK during the time the PARK is operated and maintained cooperatively with the TOWN.
  - b. The TOWN shall be responsible for all electrical usage costs associated with the existing electrical meter connected to the Courthouse Building.
  - c. The PARK shall be responsible for all electrical usage costs associated with the newly installed electrical meter for the Archive Building.
7. **LIENS.** The TOWN shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
8. **ASSIGNMENT AND SUBLETTING.**
  - a. The TOWN may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, or encumber this ISA or any interest therein.
  - b. The BOARD agrees that the TOWN may execute a Professional Services Agreement (“PSA”) and Lease Agreement (“Lease”) with third party (“PARTY”) to provide:



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- i. Staffing services for the operation of the PARK, a location for the TOWN's visitor center and office space.
- ii. The PSA is not prohibited by this paragraph and the PSA will incorporate the terms of this ISA by reference.
- iii. The TOWN shall notify the BOARD if any terms of the PSA change, including the identity of any PARTY to the PSA, by providing 20-calendar day advanced written notice of this change.
- iv. Any PSA shall terminate upon termination of this Agreement.

### 9. INFORMATION REPORTING.

- a. The TOWN shall report the following information monthly to the Fiscal Services Section of the BOARD'S Administrative Services Division on forms supplied by the Section:
  - i. Day use attendance
  - ii. Day use revenues
  - iii. Visitors utilizing the annual pass
  - iv. Concessionaire revenues
  - v. Gift Shop revenues
  - vi. Special Event revenues
  - vii. Donation revenues
  - viii. Total operating costs (daily)
  - ix. Junior Ranger Program Contacts
  - x. Attendance, revenue, and costs for programs, classes and special events.
- b. The TOWN shall submit reporting information electronically in Microsoft Excel format by email to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov).
- c. Upon request by the BOARD, the TOWN shall provide supporting details of monthly report(s) as defined in this section.

### C. Shared Responsibilities of the BOARD and the TOWN:

1. **CONSTRUCTION IMPROVEMENTS.** The TOWN and the BOARD recognize that some of the facilities in the PARK are in need of maintenance, repair or replacement. A list of potential construction improvements is attached as Exhibit 3. To the extent possible, the TOWN and the BOARD will work together to secure funds for these construction improvements. Construction improvement projects include any construction, renovation, repair or replacement of any facilities at the PARK, as deemed necessary to operate the PARK by the Chief of Development of the BOARD.
  - a. The TOWN shall provide project management services to complete design of construction improvement projects agreed to by the PARTIES.
  - b. All construction improvement projects on the PARK shall be contracted and procured by the TOWN in conformance with current TOWN procedures. All construction must comply with the Arizona Registrar of Contractors Statutes and Rules.
  - c. The TOWN shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any



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construction improvement projects, and shall provide this scope of work, including the plans and specifications, to the BOARD's Chief of Development.

- d. Prior to beginning any construction, the TOWN shall receive written approval of said Scope of Work and plans and specifications, from the BOARD's Chief of Development. This approval is for scope, type, quantity and location only. The TOWN is responsible for design and code compliance including the requirements of the State Fire Marshall. The Chief of Development shall have adequate time to review, for approval, all required documents submitted by the TOWN. Upon completion of each project, the TOWN shall submit to the Chief of Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
  - e. The TOWN shall obtain all necessary permits, concurrences and authorizations, required. Copies of all permits, concurrences and authorizations shall be submitted to the BOARD's Chief of Development with a detailed schedule of progress for said project(s).
  - f. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with the BOARD's Chief of Development to ascertain whether or not the repair shall require review and approval of State Historical Preservation Office (SHPO).
  - g. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the BOARD or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.
  - h. All improvements, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures. The Chief of Development will consider all improvements, repairs and installations complete upon his final approval.
  - i. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this Agreement.
- 2. INDIVIDUAL COMPETENCIES AND TRAINING.**
- a. Any individual working in the PARK, either paid or unpaid, shall be familiar with:
    - i. The significance of the facility and the reasons why it is part of the Arizona State Park system.
    - ii. Care and maintenance of artifacts and museum collections.
    - iii. Visitor contact and interpretive education practices.
  - b. Examples of Park staff duties include, but are not limited to:
    - i. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards.
    - ii. Serving as an interpretive guide and providing information and programs to the visiting public.
  - c. The BOARD will conduct training programs at the PARK covering the topics listed above. Any individual working at the PARK must attend this training within the first three months of their work at the PARK.



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### 3. ARTIFACT COLLECTIONS.

- a. The TOWN will properly protect and care for artifact collections located within the PARK and will follow standard museum practices described in *The National Park Service Museum Handbook*. An electronic version of this handbook shall be provided to the TOWN by the BOARD.
- b. The TOWN will be solely responsible for the safety of artifacts on display, exhibits and library items. The BOARD will remain responsible for non-displayed artifacts stored at the PARK, and these objects will not be available for inspection, research or display without specific permission from the Cultural Resources staff of the BOARD. Should the TOWN wish to display and exhibit certain of the non-displayed artifacts, the BOARD will consider providing those artifacts upon the presentation of and mutual agreement on an exhibit plan.
- c. The TOWN will provide and monitor proper heating, cooling and ventilation for the buildings. Open Windows must have proper screening to prevent insect infestation.
- d. The TOWN will routinely clean and maintain the buildings and the exterior of exhibit cases. The TOWN must consult with the Cultural Resources staff of the BOARD prior to cleaning furnishings and/or if access to the interior of exhibit cases is needed.
- e. The TOWN shall maintain and monitor security to protect the artifact collections and exhibits in the PARK. This includes the upkeep of the security system and monitors in the buildings and museum, as well as visual inspection of the grounds.
- f. The TOWN will maintain and monitor outside interpretive panels and exhibits.
- g. The TOWN will immediately report any damage to or theft of artifacts or exhibits to the BOARD and to the police of the local jurisdiction.
- h. The BOARD will also regularly monitor the historic resources, including the buildings, museum and grounds.
- i. If the TOWN wants to move, handle, rearrange, change, repair, or conserve any of the artifacts, it must secure advance permission from the BOARD in writing. Similarly, any planning, rearranging, moving, or changing of exhibits requires prior consultation in writing and approval from the BOARD.
- j. The PARK contains both artifacts in the collection and educational objects. Educational objects may be used by the TOWN for demonstration purposes, whereas artifacts may not. The BOARD will provide the TOWN a list of educational objects prior to the expiration of the 30-business day transition period.
- k. The collections at the PARK may include objects on loan from individuals or other institutions. The BOARD will inform the TOWN of any special requirements relating to these artifacts.
- l. Any donations of artifacts or archival materials offered to the PARK shall be approved by the cultural resources staff of the BOARD prior to acceptance, and shall become property of the BOARD. BOARD procedures for donations of artifacts or materials shall be followed.



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**4. STORAGE**

- a. The BOARD shall use the McFarland Archives building, located on Parcel B, to store BOARD property and equipment.

**5. GIFT SHOP OPERATION AND MERCHANDISE.**

- a. The TOWN will operate the gift shop area of the PARK so that it retains the look and feel of an Arizona State Park gift shop. Any alterations to the existing configuration of the gift shop area must be pre-approved by and done in consultation with, the gift shop staff of the BOARD. The TOWN shall retain all revenue from the operation of the gift shop. Starting in May 2013, The PARTIES agree that the TOWN may, at its discretion, operate a gift shop. If the TOWN chooses to operate a gift shop, paragraphs b. through d. apply.
- b. All gift shop furniture and fixtures remain the property of the BOARD and shall not be altered, removed or disposed of by the TOWN without written permission from the gift shop staff of the BOARD.
- c. The BOARD will make gift shop merchandise available to the TOWN for purchase, subject to the terms and conditions specified in Exhibit 4, ASPB Gift Shop Merchandise Policy. Gift shop merchandise shall only be sold at the PARK. The BOARD must receive initial payment for gift shop merchandise already located at the PARK on or before the date the TOWN takes possession of the PARK. The TOWN may choose alternately not to purchase merchandise located at the PARK, and the BOARD agrees that it will remove the non-purchased merchandise prior to the date the TOWN takes possession of the PARK.
- d. Upon resumption of operational responsibility by the BOARD, the BOARD will purchase from the TOWN that portion of the Gift Shop merchandise remaining in the possession of the TOWN that was acquired from the BOARD. Payment for Gift Shop merchandise will be made to the TOWN within 30-calendar days of receipt of their invoice. Inventory of the Gift Shop will be completed by the PARTIES prior to the BOARD's resumption of operational responsibility of the PARK.

**6. MARKETING.**

- a. The PARTIES agree that the BOARD's cross-marketing materials (e.g., park-specific rack cards, and other marketing materials) will continue to be made available to visitors at the PARK to provide information regarding other parks and events within the state parks system and that TOWN cross-marketing materials may be made available in the same manner at the PARK.

**7. COMMUNITY MARKETING AND REHABILITATION.**

- a. The BOARD, the TOWN and other interested parties will endeavor to work together to encourage community marketing and rehabilitation efforts. Specific projects, such as a monument sign for the Park, will be authorized by an additional agreement between parties.

**I. TERM, DEFAULT, REMEDIES, AND TERMINATION**

- A. Term and Duration: This Agreement is entered into and is effective as of the date on which the last of all required signatures is affixed hereto, and shall continue until June 30, 2020, unless earlier cancelled or terminated in accordance with the terms of this Agreement.



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- B. Default: In the event that either PARTY is in default of its obligations and such default continues un-remedied for a period of 30-calendar days after written notice, the other PARTY may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this ISA; provided, however, that if the nature of the default is such that more than 30-calendar days are reasonably required for its cure, then the PARTY shall not be deemed to be in default if the PARTY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion Nothing in this provision shall preclude the PARTY alleging the default from pursuing other remedies that exist in law or in equity.
- C. Termination: This Agreement may be terminated by either PARTY upon 90-calendar days written notice to the other PARTY of its intention to terminate. Neither PARTY shall incur new obligations under this Agreement once notice of termination has been provided.

**II. DISPOSAL OF PROPERTY**

- A. Any permanent structures constructed on the PARK during the term of this Agreement shall become the property of the BOARD upon the expiration or termination of this Agreement.
- B. All equipment purchased for the operation of the PARK with funds provided by the TOWN designated under this Agreement shall become the property of the TOWN upon the expiration or termination of this Agreement.

**III. RESUMPTION OF OPERATIONAL RESPONSIBILITY BY THE BOARD**

- A. Upon abandonment, cancellation, revocation or termination of this Agreement, the TOWN shall restore the PARK to its original condition, to the satisfaction of the BOARD. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by TOWN on the PARK. If the TOWN fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the BOARD, they shall be forfeited and become the property of the State, but the TOWN shall remain liable for the cost of removal of all materials and for restoration of the PARK.
- B. In the event this Agreement is not renewed or is canceled, the TOWN shall peaceably surrender the possession of the PARK upon the effective date of the cancellation or expiration of the term of this Agreement. The TOWN may not hold over upon the expiration or cancellation of this Agreement for any reason. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the BOARD provided herein or at law. If the TOWN fails to surrender the PARK upon the termination or expiration of this Agreement, in addition to any other liabilities to BOARD accruing therefrom, the TOWN shall protect, defend, indemnify and hold the BOARD harmless for, from and against all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.
- C. After the expiration, cancellation, or termination of this Agreement, the TOWN shall execute, acknowledge and deliver to the BOARD within 30-calendar days after written demand from the BOARD to the TOWN, any document requested by the BOARD quitclaiming any right, title or interest in the PARK to the BOARD.



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### IV. FINANCIAL

- A. The PARTIES understand and agree that this ISA shall be subject to available funding, and nothing in this Agreement shall bind the PARTIES to performance or expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.
- B. The TOWN shall charge fees according to the BOARD's approved fee schedule, and honor the BOARD's Annual Park Passes, Retiree Lifetime Passes, Volunteer Passes. In the event legislation is enacted that authorizes free admission to the BOARD's parks, the TOWN shall comply with the law, or may exercise the options provided for in this Agreement.
- C. A.R.S. § 41-511.21 any and all revenue generated by the PARK shall be paid to Arizona State Parks on a monthly basis. The TOWN, in behalf of the PARK shall initiate an ACH transaction on the fifth business day of each month to transmit receipts from the prior month. The TOWN will also notify Arizona State Parks each month by e-mail at [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) of the date that their ACH transaction was initiated. Arizona State Parks will refund 100% of all revenues received within five business days of receipt of the PARK funds through an ACH transaction to an account designated by the TOWN.
- D. The TOWN will complete the Arizona State "Incoming ACH/Wire Information Form", scan and return by e-mail to [fiscal@azstateparks.gov](mailto:fiscal@azstateparks.gov) within 10 business days of signing this agreement.
- E. \*Note: The reimbursement accounting transaction will be recorded as a revenue reduction and will produce a net zero impact in the "State Parks Revenue Fund" account and therefore exclude the revenue impact on reports.
- F. **SPECIAL EVENTS – REVENUE AND MANAGEMENT.** The TOWN may authorize special events at the PARK. Special events shall conform to the BOARD's rules and policies governing Special Events. ASPB Special Use Permit Application Materials Package is provided in Exhibit 5 and shall be used by the TOWN. All net revenues generated by Special Events held at the PARK shall be used for the operation and maintenance of the PARK.

### V. INSURANCE

- A. Insurance: Insurance Requirements for Governmental PARTIES to this Agreement: None.
  1. Insurance Requirements for Any Contractors Used by a Party to the Agreement: (Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Interagency Service Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.
  2. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
    - i. **Commercial General Liability – Occurrence Form**



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Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**ii. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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1) The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

2) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**iii. Workers’ Compensation and Employers’ Liability**

Workers' Compensation:	Statutory Employers' Liability
Each Accident	\$ 500,000
Disease – Each Employee.	\$ 500,000
Disease – Policy Limit	\$1,000,000

1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- 2) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S.§ 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
3. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:
- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
  - The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) Party to the Agreement.
4. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30-calendar days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085 and shall be sent by certified mail, return receipt requested.
5. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
8. Approval: Any modification or variation from the *insurance requirements* in this ISA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.
9. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a



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Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

### VI. GENERAL TERMS AND CONDITIONS

- A. Amendment: This Agreement may be amended only in writing by the PARTIES hereto. Amendments must be approved with same formality as this Agreement.
- B. Arizona Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- C. Immigration Compliance: All PARTIES shall comply with all applicable federal immigration laws, A.R.S. § 41-4401 eVerify. Governor's Executive Order 2005-30, and any successor statutes.
- D. Equal Opportunity/Non-Discrimination: The PARTIES shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The PARTIES shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- E. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this Agreement. Such records shall be reproduced as designated by the State of Arizona.
- F. Arbitration: The PARTIES agree to use arbitration to resolve disputes arising out of this Agreement to the extent required by A.R.S. § 12-1518.
- G. Governor's Cancellation: All PARTIES are put on notice that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- H. Indemnification: Neither party to this Agreement agrees to indemnify the other PARTY or hold harmless the other PARTY from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any PARTY to this agreement, then the right to pursue one or both of these remedies is preserved.
- I. No Partnership or Joint Venture: Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between either party, and neither Party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this Agreement is an agreement between two independent PARTIES in which the identity of each Party is maintained as it was prior to this ISA.
- J. Waiver: The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.
- K. Marginal Headings: The marginal headings and Article titles to the Articles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- L. Time Is of The Essence: Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.



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- M. Prior Agreements: This Agreement contains all of the agreements of the PARTIES hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except as provided in this Agreement. This Agreement shall not be effective or binding on any PARTY until fully executed by both PARTIES hereto.
- N. Attorney's Fees: In the event of any action or proceeding brought by either PARTY against the other under this Agreement, each PARTY shall each be responsible for their own costs and expenses in such action or proceeding.
- O. Severability: Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- P. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- Q. Venue: The PARTIES must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a Maricopa County court of competent jurisdiction.

### VII. NOTICES

All notice, demand or request required or authorized by this Agreement to be given or made to or upon the PARTIES to this Agreement shall be deemed properly given or made if delivered to or by: (a) certified return receipt mail or (b) recognized overnight courier; or (c) facsimile transmission, effective upon electronic transmission confirmation; or (d) electronic mail. Notices shall be sent to the following address:

1. Arizona State Parks/Adam Alexander, Procurement Specialist, 23751 N. 23<sup>rd</sup> Avenue Ste. 190, Phoenix, AZ 85085. Phone: (602) 542-6925, Email: [aalexander@azstateparks.gov](mailto:aalexander@azstateparks.gov).
2. Town of Florence/Brent Billingsley, AICP, CFM Town Manager P.O. BOX 2670, Florence, AZ 85132. Phone: (520) 868-7558, Email: [brent.billingsley@florenceaz.gov](mailto:brent.billingsley@florenceaz.gov).
3. A change of address or person to whom notices should be sent may be made by giving notice, in the manner described above, to other PARTY.

### VIII. AGREEMENT SIGNATURE AUTHORITY

- A. By signing below, the signer certifies that he or she has the authority to enter into this Agreement and has read the foregoing and agrees to accept the provisions herein.
- B. This Agreement is entered into and is effective as of the date for the last signature.



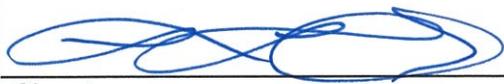
**CONTRACT AGREEMENT**

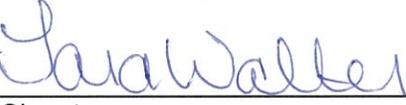
Between  
Arizona State Parks Board  
And  
Town of Florence

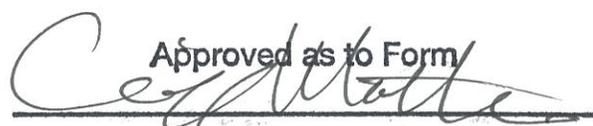
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**RESERVED FOR THE ARIZONA STATE PARKS BOARD:**

**RESERVED FOR THE TOWN OF FLORENCE:**

 *7/15/19*  
Signature Date  
TIMOTHY FRANQUIST, DEPUTY DIRECTOR  
Typed Name and Title  
  
Arizona State Parks Board  
23751 N. 23<sup>rd</sup> Ave, Ste 190  
Phoenix, AZ 85085

 *7-1-19*  
Signature Date  
Tara Walter, Mayor  
Typed Name and Title  
  
Town of Florence  
P.O. BOX 2670  
Florence, AZ 85132

  
Approved as to Form  
Clifford L. Mattice, Florence Town Attorney



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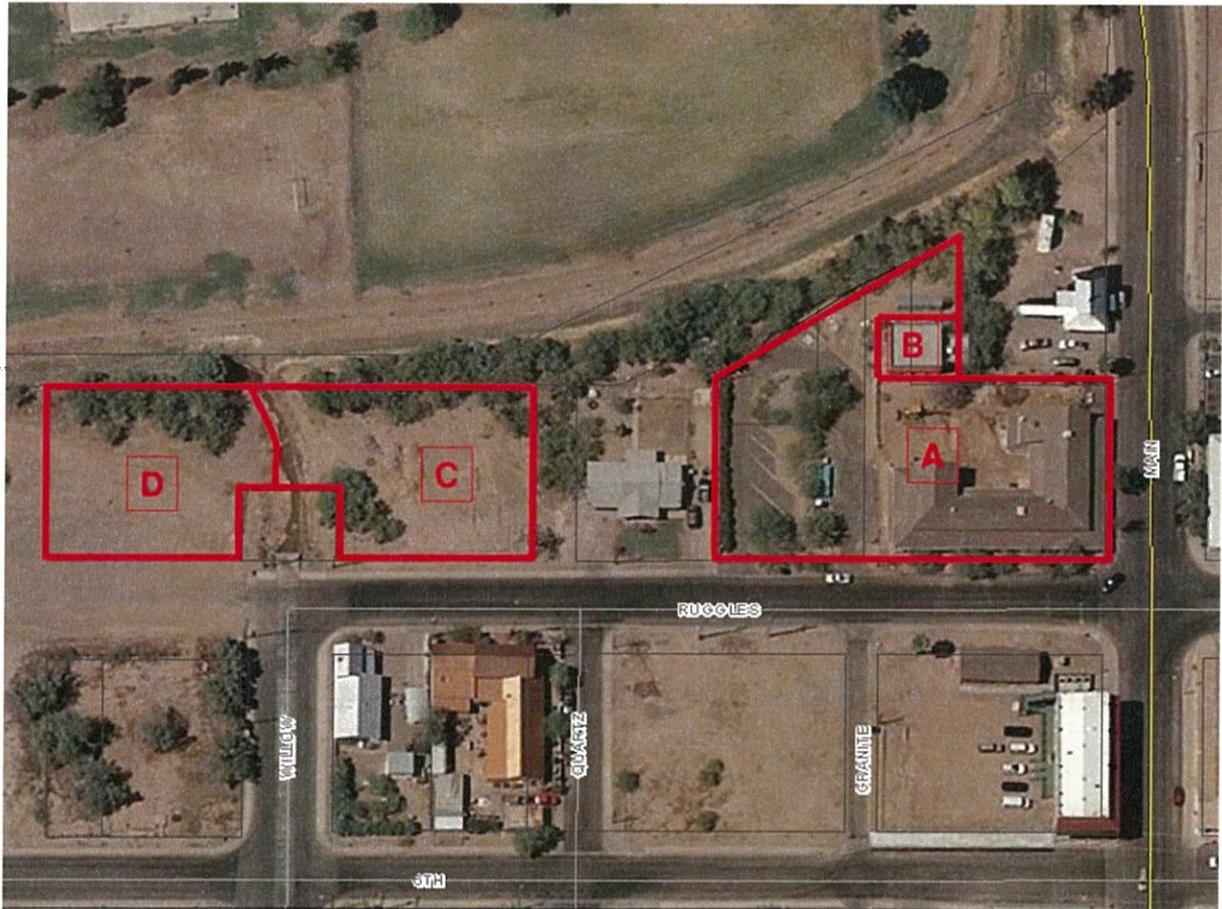
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**EXHIBIT 1**

**Map Depicting McFarland State Historic Park**

N





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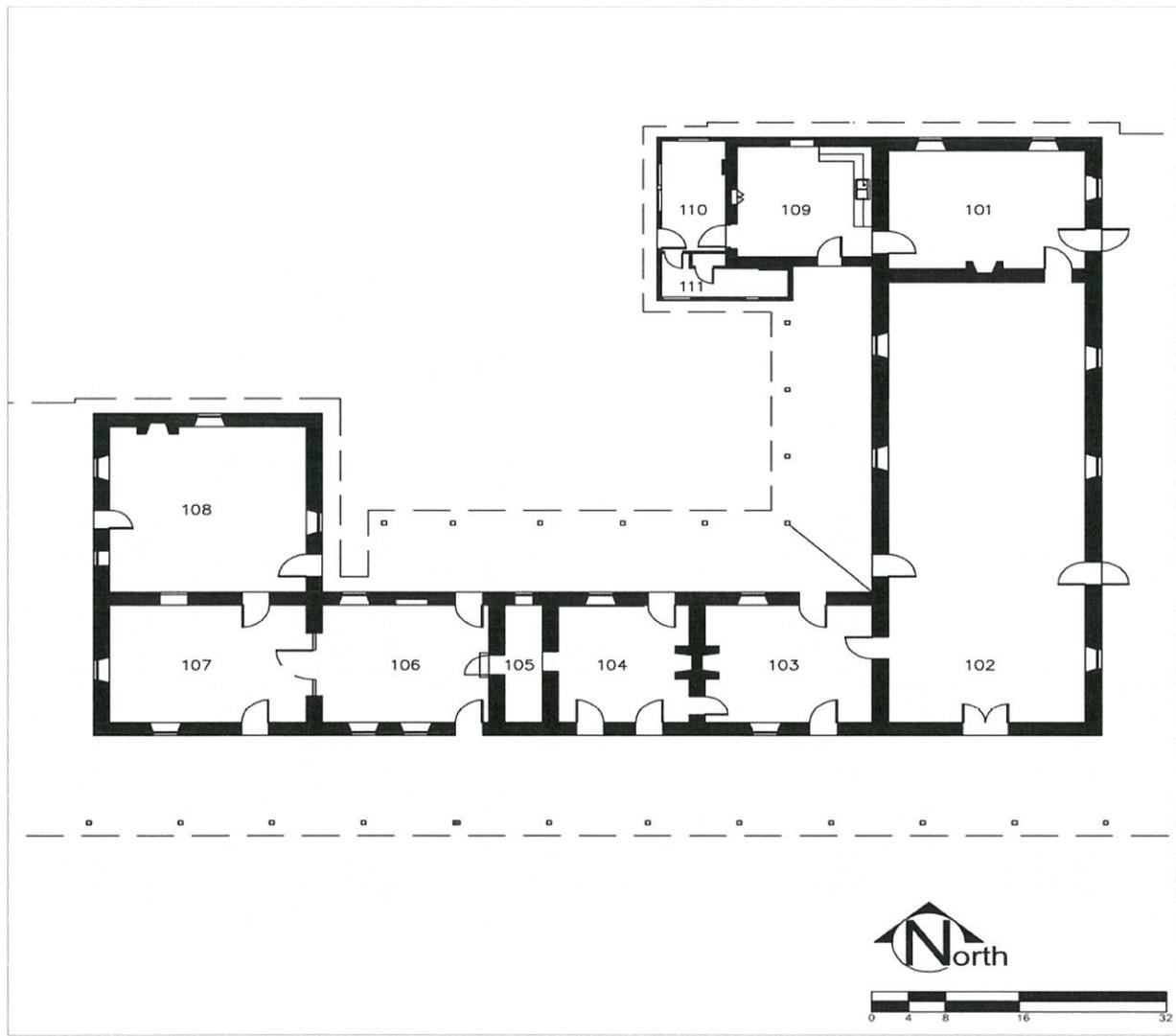
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**EXHIBIT 2  
Building Floor Plan McFarland State Park**



**PB-2-004, 0010**  
1878 Courthouse - 5,415sf  
1st Floor  
Jan. '09  
rev. Sept'10

**McFarland State Historic Park**  
24 W. Ruggles, Florence, AZ 85232  
**ARIZONA STATE PARKS**  
Development, M.Parisella





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EXHIBIT 3

Board ISA Ref No. PR19-048

McFARLAND STATE HISTORIC PARK

LIST OF POTENTIAL CONSTRUCTION IMPROVEMENTS

The Town will include resurfacing and striping of the parking lot as part of their pavement project.

The BOARD, as shown in Exhibit 2, will lay existing historical wood flooring in Room Number 108; make minor repairs to flooring in Room Number 102 and to exterior porch South East corner as deemed practicable by the Chief of Development for operating the PARK.

Replace existing monument sign.

Construct a wall along the northern boundary of the courtyard to effectively screen the PARK from the neighboring property.

Add trees to courtyard area.

Add benches to courtyard area.



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### EXHIBIT 4

#### ARIZONA STATE PARKS GIFT SHOP MERCHANDISE POLICY FOR ISA PARTNERS

##### PURPOSE

- The purpose of this policy is to provide written directives in regard to gift shop merchandise sold by the ISA Partner in Arizona State Park facilities.
- "ISA Partner" is defined as any firm or individual that has entered into an agreement, or permit, with Arizona State Parks for the operation of facilities in areas under the jurisdiction of Arizona State Parks.
- "Gift Shop Merchandise" is defined as products such as, but not limited to:
  - Art
  - Calendars
  - Clothing: sweatshirts, T-shirts, hats, etc.
  - Coasters, tiles, etc.
  - Collectable items
  - Jewelry
  - Key chains, refrigerator magnets, pens, pencils, etc.
  - Mugs, glassware, etc.
  - Packaged food gift items
  - Place mats, hot pads, etc.
  - Plush/stuffed animals
  - Postcards, greeting cards, note paper, etc.
  - Posters, CD's, tapes, slides, etc.
  - Publications: Books, maps, etc.
  - Toys and games
  - Water bottles, can coolers, etc.

##### ASPB LOGO

- The Arizona State Parks (ASPB) logo **shall not** be used on any customized products developed by the ISA Partner, unless authorized pursuant to a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner.

##### PARK NAME

- The park name or park image may be used on customized products developed by the ISA Partner, subject to prior written approval of artwork or concept by ASPB. If applicable, this may require the execution of a separate agreement providing for the license of trademark rights by ASPB to the ISA Partner. Said permission to use the park name or image will be limited to the term of the ISA with ASPB.
- The ISA Partner shall not wholesale the customized products described above to other retailers; in other words, sale of these products shall be limited to the cooperatively managed sites identified in the agreement with ASPB.
- The ISA Partner shall not establish any type of logo, i.e. identifying symbol, using the park name.

##### MERCHANDISE

- Park, nature, environmental, cultural, and historical or recreation-oriented images are suggested as guidelines for gift shop merchandise product mix.
- ASPB reserves the right to require the ISA Partner to remove any product found to be objectionable, controversial, or beyond the scope of merchandise necessary for proper service to the public or that does not reflect the look and feel of an Arizona State Park. ASPB shall give the ISA Partner 30-calendar days' notice to sell, remove, or otherwise dispose of the product(s) in question. Failure to comply with this notice may be deemed a breach of the leasing contract.



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### ASPB PRODUCTS

1. Quantities

The ISA Partner shall be required to purchase no less than 20% of the gift shop product inventory from the ASPB product line, if gift shop merchandise is sold by the ISA Partner.

Compliance with this policy will be assessed by ASPB on an annual basis. The ISA Partner's annual financial report shall include details of "Cost of Goods Sold" for ASPB products as compared to all other gift shop merchandise.

2. Wholesale Pricing

The ISA Partner shall purchase the ASPB merchandise at **30% off the suggested retail price**. The ISA Partner is encouraged, but not restricted, to sell the product at ASPB's suggested retail price.

If ASPB has a **permanent markdown** on a particular item, the wholesale price will be reduced to **10% off the markdown retail price**.

For example, if a T-shirt retails for \$10.00, the ISA Partner will purchase from ASPB for \$7.00. If ASPB has a permanent markdown on this item to \$5.00, the ISA Partner will purchase from ASPB for \$4.50.

3. Purchasing

The ISA Partner shall submit written requests for product orders to:

Arizona State Parks  
Attn: Merchandise Coordinator  
23751 N. 23<sup>rd</sup> Avenue Ste. 190  
Phoenix, AZ, 85085  
Tel: (602) 542-7121  
FAX: (602) 364-1518

A Purchase Order, or other ordering document, will be acceptable. Allow four to six weeks for delivery.

All products are non-refundable, except if damaged in transit. Merchandise damaged in transit and shortages must be reported within 48 hours of receipt of shipment to the Merchandise Coordinator.

An invoice will be shipped with the merchandise. Payment is due within 30-calendar days of receipt of invoice.

4. Other Distribution

ASPB retains the right to sell its products throughout the State Parks system, as well as various other retail outlets.



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**EXHIBIT 5**

SPECIAL USE PERMIT APPLICATION MATERIALS PACKAGE

Follows on Next Page



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Special Use Permit Application Materials Package  
Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174.

06-2019

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

*"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people, both in our parks and through our partners."*

Enclosed is information concerning our Special Use Permit program, instructions and application form.

*Why are Special Use Permits required?*

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resources we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

*Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.*

*Why is there a fee for a Special Use Permit?*

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities, we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase out cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125;

### 1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- ii. The Private Special Event does not significantly interfere with the public's use of the property.
- iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

### 2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
- ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.

### 3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

- i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.



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- ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least 90 days in advance of the event.
- iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
- iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- v. Sponsorships. The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
- vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on first come, first served basis.

#### 4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

- i. The person or entity has requested the permit at least 30 days in advance of the event.
- ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- iii. Commercial Photography Special Use Permits shall be used only for actual filming and photography taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type of scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.

#### PERMIT APPROVAL ADMINISTRATION

##### R12-8-125. Special Use Permits

- A. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:
  - a. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

- A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
- B. The park area or facility is available on the date or dates requested.
- C. All necessary approval authority signatures and notifications have been obtained/made.
- D. The applicable fee has been paid as listed in R12-8-109.
- E. The Arizona State Parks Board agrees that:
  - a. The use is a proper state park activity.
  - b. The use does not create an undue safety hazard to participants, spectators or general public.
  - c. The use is not destructive to the park resources.
  - d. The use does not present a serious use conflict with the general park-using public.
- F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.



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Arizona State Parks, 23751 N. 23<sup>rd</sup> Avenue Street Ste. 190,  
Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174.

FROM: Park Name  
Manager: Manager Name  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

- A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require up to 6 months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.
- B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.
- C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be \$1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the Certificate, the Arizona State Parks Board will be included as an additional insured party. For activity/use with relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.

Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of A.R.S §41-621 apply.

- D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.
- E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions
- F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks Board and listed on the Special Use permit form. Actual fees will be determined by Park administration.
- G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event/use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

*\*Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.*



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Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174.

### ADDITIONAL INFORMATION

#### Restrictions: (exceptions made with Park Managers approval)

- No pets are allowed in the event/use area (this includes vendors).
- No glass containers are allowed in the event/use area.
- No weapons are allowed in the event/use area.
- No private vehicles are allowed in the event/use area.
- Event/use related vehicles will drop off supplies and equipment and then exit the area immediately.
- Event staff may not possess or consume alcoholic beverages while on duty.
- Vendors may not possess or consume alcoholic beverages at any time.
- All fire lanes must be left open and accessible.
- All events must end by 10:00 PM.
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements.

#### Additional Sanitation Needs

Dependent upon the type and the scope of the event/use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by the Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

#### Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit.

#### Site Cleanliness & Cleaning Deposit

- Event/use area will be policed on an hourly basis.
- Trash will be removed from the area as receptacles become full.
- Dumpsters will be adequately sized to meet the event/use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible, and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be sufficient quantity to meet the event/use needs.
- Parking areas specific to event/use will be policed on hourly basis.
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

#### Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.

#### Verifiable Ticket Sales

This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.



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**SPECIAL USE PERMIT FEE STRUCTURE**

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific "Adjustments" to the "Base Fee".

**Base Fee (per day)**

Attendance: attendance will be reviewed by the park staff and permittee during the event.

Small Events	(50 - 100 participants, guests, spectators)	\$25.00
Medium Events	(101 - 250 participants, guest, spectators)	\$100.00
Large Events	(251 - 500 participants, guests, spectators)	\$150.00
Major Events	(501 – 1000 participants, guest, spectators)	\$300.00 +

**Adjustments:**

**Special Equipment:** Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

**Special Personnel Service:** Special personnel services "Staff Time" could include educational programs, parking services, staff supervision/security, special set up, construction or installation. Additional Staff Time: \$30.00/staff member/per hr.

**Other:** Special requests can be determined based upon individual parks facility or inventory.



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Phoenix, AZ 85085 [www.azstateparks.com](http://www.azstateparks.com) (602) 542-4174.

**ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION**

1. **Use/Event Name:** \_\_\_\_\_

2. **Type of use:**  
**Brief Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-Profit: \_\_\_\_\_ Private Party: \_\_\_\_\_ Commercial: \_\_\_\_\_  
Other: \_\_\_\_\_ For-Profit: \_\_\_\_\_ Non-Commercial: \_\_\_\_\_

3. **Date(s) of use:** \_\_\_\_\_ thru \_\_\_\_\_  
**Set-Up Date:** \_\_\_\_\_ **Tear Down Date:** \_\_\_\_\_  
**Start Time:** \_\_\_\_\_ (am/pm) **End Time:** \_\_\_\_\_ (am/pm)  
Note: all events/uses must end by 10:00 pm.

4. **Area of Park requested:**  
Ramada \_\_\_\_\_ Grass area \_\_\_\_\_ Group area \_\_\_\_\_ Parking lot \_\_\_\_\_ Other \_\_\_\_\_

5. **Applicant Name:** \_\_\_\_\_

6. **Primary contact person:**  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone #: ( ) \_\_\_\_\_ Work #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Fax #: ( ) \_\_\_\_\_ Cell #: ( ) \_\_\_\_\_ Ext.: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Estimated attendance:** \_\_\_\_\_ per day.

8. **Verifiable Ticket Sales** (indicate method and time frame below): \_\_\_\_\_  
Due: \_\_\_\_\_ before the event. \_\_\_\_\_  
(Method to be agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. This number is vital to allow the park an all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas.)

9. **Applicant certifies compliance with all appropriate A.D.A requirements for Public/Festival event:**  
\_\_\_\_\_ (Initial & date)

10. **Estimated # of Event staff:** \_\_\_\_\_ per day.

11. **Security requested Y / N**  
(Park administration may require security depending upon the nature of the event/use)

12. **Concession & Sales** (Attach separate sheet with list of all vendors & type)  
Food Vendors: \_\_\_\_\_ (Valid Health Permit required) Vendors: \_\_\_\_\_ (Valid Business License required)  
Games: \_\_\_\_\_ (Current Safety Inspection required) Rides: \_\_\_\_\_ (Current Safety Inspection required)



**CONTRACT AGREEMENT**

Between  
Arizona State Parks Board  
And  
Town of Florence

ASPB No. PR19-048

Town Ref No.

Re: McFarland State Historical Park

Issued: 06/10/2019

Page 27 of 27

**13. Sanitary facilities** (Items requested from the Park; please indicate number requested)

Perimeter fencing: \_\_\_\_\_ Picnic Tables: \_\_\_\_\_ Trash Barrels: \_\_\_\_\_  
Traffic Cones: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_

**14. Alcohol**

Security is required when alcohol is served. All Title IV laws remain in effect at all times.

Alcohol Prohibited \_\_\_\_\_ Beer Garden \_\_\_\_\_ (An area w/in the main event for the sale/consumption of beer)  
Alcohol Sold \_\_\_\_\_ Alcohol Served \_\_\_\_\_

15. Indemnification certificate: The indemnification (save harmless) is part of the approved permit. By signing the permit, the Permittee agrees to the conditions.

16. Insurance verification (attach copy).

17. Other (attach copy of any other pertinent information).

18. Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11b.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Hezekiah Allen Community Services Director  <b>SUBJECT:</b> Addendum 1 to Intergovernmental Agreement with the Industrial Development Authority for use of the Suter House		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Approval of Addendum 1 to the Intergovernmental Agreement (IGA) with the Florence Industrial Development Authority (IDA) for use of the Suter House.

**BACKGROUND/DISCUSSION:**

The Town of Florence has a partnership with the Florence IDA to use the historic Suter House for arts and culture programming. The collaboration, which began in 2017, is the result of long-range planning by the Town’s Arts and Culture Commission to offer arts and culture programming in a distinctive setting.

The IGA allows for use of the Suter House and adjacent properties at no charge to the Town. The Town has used the Suter House for multiple events but has not used the casita or garage that are listed as joint-use facilities in Exhibit A of the IGA. The IDA requests Addendum 1 to the IGA that removes the casita and garage as joint-use facilities. The Town may continue to use the Suter House for the duration of the agreement.

**A VOTE OF NO WOULD MEAN:**

The IGA will include the joint use of the Suter House, casita, and garage.

**A VOTE OF YES WOULD MEAN:**

The IGA will only include the Suter House as a joint-use facility.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Addendum 1

IGA between the Town of Florence and Florence Industrial Development Authority dated January 1, 2019.

**ADDENDUM 1**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF FLORENCE  
AND  
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE**

This Addendum is made and entered into as of July 20, 2020 to the Intergovernmental Agreement dated January 1, 2019, by and between the Town of Florence, Arizona, and the Industrial Development Authority of the Town of Florence.

This Addendum is intended to and shall modify Exhibit A of said Agreement, by removing the Casita and Garage, 255 North Bailey Street, Florence, AZ 85132.

Any term or provision of the Agreement which applies to Exhibit A shall also apply to this Addendum. This Addendum shall be attached to and incorporated into the Intergovernmental Agreement as though fully set forth therein.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum to the Intergovernmental Agreement as of the day and year first written above.

TOWN OF FLORENCE

THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE TOWN OF  
FLORENCE, INC.

By: \_\_\_\_\_  
Tara Walter, Mayor

By: \_\_\_\_\_  
Barbara Kelly, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Lisa Garcia, Town Clerk

By: \_\_\_\_\_  
Henry Padilla, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clifford Mattice, Town Attorney

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF FLORENCE  
AND  
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of January 1, 2019 (the "Effective Date"), by and between The Industrial Development Authority of the Town of Florence, Inc., a political subdivision of the State of Arizona (the "IDA") and the Town of Florence, an Arizona municipal corporation (the "Town"). IDA and Town are from time to time referred herein individually as a "party," and collectively as the "parties."

RECITALS

A. ARIZ. REV. STAT. §§ 11-951 and 11-952 authorize intergovernmental agreements by and between political subdivisions and political agencies such as the IDA and the Town.

B. The Town, from time to time, wishes to utilize IDA facilities for public meetings and recreational programs and activities and the IDA wishes to utilize facilities of the Town for public meetings and activities.

C. The parties hereto desire to make their respective facilities available for such use by each other as permitted by law and under terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises and covenants set forth below, the parties hereby agree as follows:

1. Term: Termination. This Agreement shall be effective as of the Effective Date provided that both governing bodies of the Town and the IDA have approved this Agreement and shall remain in full force and effect for a period of two years thereafter. This Agreement may thereafter be reviewed and automatically renewed for two additional two-year periods. The parties agree that this Agreement may be terminated by either party for any reason and without the statement of cause simply upon delivery of written notice of intention to terminate delivered to the other party 90 days prior to the actual date of termination. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

2. Joint Use of Facilities. The Town wishes to make the Town Facilities available to the IDA and the IDA wishes to make the IDA Facilities (Exhibit A; attached and incorporated herein) available to the Town, including space upon and within existing properties and buildings as well as that involving

new facilities, for reciprocal use for various public purposes including, but not limited to recreational programs, public meetings of councils, boards and commissions, and similar public functions and educational programs. By way of example, the IDA wishes to make certain physical facilities (Exhibit A; attached and incorporated herein) known as the Suter House and adjacent properties available to the residents of the Town for arts and cultural programming. Similarly, the Town wishes to make certain physical facilities (Exhibit B; attached and incorporated herein) located at the Library and Community Center available to the use of the IDA.

3. Facility Use: Scheduling. Except as otherwise specifically provided herein, usage of each party's facilities will occur with the mutual consent and agreement of the Town and IDA; the terms and conditions of such usage may include times, dates, areas and/or buildings to be used, along with specific provisions for the allocation of responsibility for fees, oversight, maintenance, operation and other issues incident to the use of the facilities. The IDA will provide to the Town its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the IDA. The Town will provide to the IDA its schedule for facilities covered by this Agreement to aid in achieving timely coordination of events scheduled by the Town. The usage schedules for each party's facilities are controlled and/or approved by the Town Manager and the IDA President. The Manager and President will work together to resolve any issues specific to these responsibilities or procedures.

4. Supervision. The Town and the IDA will provide adequate adult supervision for any program or activity one party conducts on the other party's premises. The party conducting the activity shall have the sole responsibility for the conduct and control of the program or activity being conducted on the other party's premises.

5. Maintenance. Any facility used by either the Town or the IDA shall be left in an orderly and clean condition at the conclusion of the activity by the party using the facility. Any damage, other than the normal wear and tear, done to any building or other facility shall be repaired and/or replaced, as appropriate, by the party responsible for the damage.

6. Facility Improvements. The IDA will perform improvements to the Suter House to help facilitate arts and culture programming in an amount not to exceed \$2,000. Improvements may include, but not limited to, lighting to support art exhibitions and arts and culture programming. The IDA will coordinate with Town Staff to specify lighting fixtures, however, all expenses related to procurement and installation are the responsibility of the IDA. The parties agree and acknowledge that if the cost exceeds the funding available, this provision may be cancelled upon mutual agreement.

7. Insurance. The parties hereto agree to secure and maintain insurance coverage for any risks which may arise out of the terms, obligations, operation and actions provided in this Agreement. The parties to this Agreement shall provide to each other a Certificate of Insurance or a Declaration of Self

Insurance indicating as a minimum the following coverage:

a. Comprehensive general liability coverage including, but not limited to, blanket contractual liability, personal injury liability and broad form property damage. The minimum amount for such coverage shall be \$1,000,000.00 combined single limit.

b. As to the employees of each of the parties a Certificate or other evidence indicating that the employees are covered for claims arising out of Workers Compensation as required by the law of the State of Arizona. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

c. The Certificate of Insurance or Memorandum of Self Insurance shall indicate that the other party is named as "additionally insured" pursuant to the provisions of this Agreement.

d. Town and IDA will each look to its own insurance for recovery of any loss resulting from fire or other casualty. Town and IDA release one another from such claims. Town and IDA waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance. If either party fails to obtain insurance, it bears the full risk of its own loss.

8. Indemnity. To the fullest extent permitted by law, each Party (as Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

9. Annual Budgets. The parties agree and acknowledge that each party has fiscal responsibilities in connection with this Agreement. The governing bodies shall, pursuant to the budget laws of the State of Arizona, make every effort to annually include in their operating budgets sufficient funds for the performance of their mutual obligations contained herein.

10. Dispute Resolution. The parties agree that if there is a dispute as to the terms and conditions of this Agreement, or a dispute as to the terms and

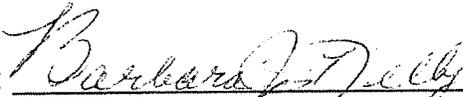
conditions or the relative equity of the operation and use of a facility, the President of the IDA and the Town Manager shall meet and attempt to resolve any disputes or concerns prior to the matter coming before the Board of Directors or Council of the respective bodies.

11. Posting Information. The parties agree that it's in the best interests of both that the exchange and distribution of materials with information for the public regarding respective programs, events, etc. should occur. Therefore, both agree to the posting and/or distribution of information to the public be provided by either party as may be requested.

PURSUANT TO the provisions of ARIZ. REV. STAT. § 11-952.D., this Agreement has been submitted to and approved by the attorney for each of the public agencies who certify that, with respect to their respective clients only, the Agreement is in proper form and it is within the powers and authorities granted under the laws of this State to the IDA and Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE TOWN OF  
FLORENCE, INC.**

By:   
Barbara Kelly, President

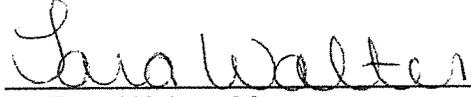
**ATTEST:**

By:   
Henry Padilla, Secretary

**APPROVED AS TO FORM:**

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

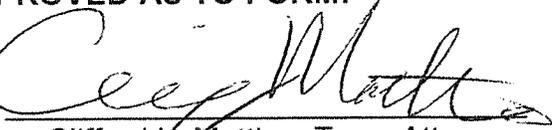
**TOWN OF FLORENCE**

By:   
Tara Walter, Mayor

**ATTEST:**

By:   
Lisa Garcia, Town Clerk

**APPROVED AS TO FORM:**

By:   
Clifford L. Mattice, Town Attorney

## EXHIBIT A

### The Industrial Development Authority of the Town of Florence, Inc. Joint-Use Facilities

#### **Suter House**

270 N. Pinal St.

Florence, AZ 85132

Multi-Purpose Rooms available to support arts and cultural programming

#### **Casita and Garage**

255 N. Bailey St.

Florence, AZ 85132

Adjacent to the Suter House, the "Casita" and "Garage" are available to support arts and cultural programming

## **EXHIBIT B**

### Town of Florence Joint-Use Facilities

#### **LIBRARY AND COMMUNITY CENTER**

778 N. Main St.

Florence, AZ 85132

Multi-Purpose Rooms or other facilities available to support meetings

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>11c.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Hezekiah Allen, Community Services Director  <b>SUBJECT:</b> Notice of Task Order/Change Order issued for On-Call Engineering pursuant to Council approved contract (WestLand Resources)		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input 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:**

Information Only – On-Call Engineering Consultant

**BACKGROUND/DISCUSSION:**

In March 2018, WestLand Resources, an authorized on-call engineering consultant, was issued a Task Assignment to perform an Environmental Assessment (EA) of two parcels the Town is proposing to acquire from the Bureau of Land Management (BLM) for the expansion of the Poston Butte Preserve.

Due to the extended timeframe by BLM in review of documents related to the project, WestLand Resources cultural resources staff has been involved in additional meetings and tribal administrative records required beyond the original scope of work. As a result, a Task Assignment Change Order is necessary to continue the work and complete all documentation required by BLM. The expanded scope of work will cost an additional \$1,250.00.

**A VOTE OF NO WOULD MEAN:**

Information Only

**A VOTE OF YES WOULD MEAN:**

Information Only

**FINANCIAL IMPACT:**

There was \$195,000 allocated within the FY20 Capital Improvement Project (CIP) Fund for the Poston Butte Expansion Project (POC-31). The total project cost is currently under budget considering the most recent change order.

**Total Project Allocation (FY19 & FY20)**

Poston Butte Expansion Project (POC-31) FY19	Budget	\$195,000
Poston Butte Expansion Project (POC-31) FY 20	Budget	\$195,000
		<hr/>
		\$390,000

**To Date Project Expenses (FY19 & FY20)**

FY19 Expenses:	\$117,491.64
FY 20 Expenses:	\$256,093.44
<hr/>	
	\$373,585.08

**ATTACHMENTS:**

Change Order #7



## CHANGE ORDER AND EXTENSION OF CONTRACT

**Change Order No.:** 7  
**Name of Project:** EA & CRI for the Poston Butte Preserve Expansion Project EA  
**Project No.:** 486.09  
**Proposal No.:** 2018P00078  
**Date:** June 22, 2020

---

WestLand Resources, Inc. (WestLand), is providing this contract modification to the Agreement that was fully executed on April 16, 2018, by WestLand and the **TOWN OF FLORENCE** (the Town).

### 1. CHANGES TO SCOPE OF SERVICES

The Scope of Services is changed as follows:

#### **Phase 8. (Task 02) Cultural Resource Coordination on the Final HPTP and PA**

WestLand worked successfully with the Town, Bureau of Land Management (BLM), State Historic Preservation Office (SHPO), and Gila River Indian Community to develop an approved Historic Properties Treatment Plan (HPTP) and draft Programmatic Agreement (PA) that balances preservation concerns with the development of a natural and historical-themed preserve for the community. WestLand worked closely with BLM Archaeologist Cheryl Blanchard and the SHPO on the PA, and as of May 2020 Ms. Blanchard had a draft PA that required minimal edits from WestLand to finalize. It is our understanding that Ms. Blanchard has been pulled off the project, and that BLM State Office Archaeologist Tim Watkins, has been tasked with finalizing the PA. The additional labor associated with bringing a new BLM Archaeologist up to speed on the project was not anticipated in our original scope of work. It is also assumed that Mr. Watkins will have additional edits to the PA which will warrant additional effort by WestLand to ensure that the PA is finalized on schedule.

### 3. COST(S)

WestLand's estimate, to the best of our ability and in good faith, of the total cost of the Services added by this Change Order is **\$1,250**.

### 4. ADJUSTMENT IN PRICE.

The payment (in an amount not to exceed the estimate stated above for increases in the Services) by the **TOWN OF FLORENCE** because of such change in the Services will be adjusted as determined by and strictly limited to the original Agreement and any subsequent change orders.

### 5. COMPLETION DATE.

The completion date will be adjusted to June 30, 2021.

All other original conditions of the Agreement remain unchanged and are in full force and effect.

**TOWN OF FLORENCE**

**WESTLAND RESOURCES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Brian S. Lindenlaub  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
May 20, 2020  
Date

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 11d.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Public Works, Fleet Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director Town Engineer  <b>SUBJECT:</b> Authorization to contract with Ascendant Auto and Diesel Service, Inc.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Ascendant Auto and Diesel Services (ADDs), Inc. for repair and maintenance of the Town fire apparatus.

**BACKGROUND/DISCUSSION:**

The Town received notice that Apache Junction Fire District will no longer repair and maintain the Town’s fire apparatus nor equipment effective July 1, 2020. Town staff currently does not maintain the proper certifications to work on fire apparatus.

Staff has researched companies that provide the service and recommend entering into a contract with AADS. The term of the agreement is from July 1, 2020 to June 30, 2022. Either party can cancel the agreement with a 60-day notice.

AADS is located in Casa Grande. AADS will maintain records of repairs on their computerized system and provide monthly reports to the Town of work performed.

**A VOTE OF NO WOULD MEAN:**

A no vote would mean the Town would not enter into an agreement with Ascendant Auto and Diesel Service, Inc. The Town would continue to seek outside agency to contract with for repair and maintenance of the Town fire apparatus.

**A VOTE OF YES WOULD MEAN:**

A yes vote would mean the Town would enter into an agreement with Ascendant Auto and Diesel Service, Inc., for repair and maintenance of the Town fire apparatus.

**FINANCIAL IMPACT:**

The initial rate schedule for work done by AADS under this Agreement is as follows:

- Labor Rate: Monday-Thursday from 7 a.m. to 6 p.m. (excluding holidays)  
\$95.00/hour
- Labor Rate: All other times \$142.50/hour
- Parts and materials Cost plus 20% handling charge.

For the first year of this Agreement, the Town's handling charge for parts shall be capped at \$6,000.00.

The labor rates as set forth above may be increased by an amount up to 3% annually as mutually agreed upon by the Parties prior to July 1 of each year.

**ATTACHMENTS:**

Agreement for Repair and Maintenance of Fire Apparatus and Equipment

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**AGREEMENT**

Repair and Maintenance of Fire Apparatus and Equipment

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Between

The TOWN of FLORENCE, ARIZONA,  
a municipal corporation of the State of Arizona

And

Ascendant Auto & Diesel Service, Inc

---

Dated as of July 1, 2020

---

**AGREEMENT FOR  
REPAIR AND MAINTENANCE OF  
FIRE APPARATUS AND EQUIPMENT**

This Agreement is entered into effective as of July 1, 2020 by and between the Town of Florence, a municipal corporation of the State of Arizona ("Town"), and Ascendant Auto & Diesel Service, Inc. ("AADS") and collectively referred to as the Parties.

**RECITALS**

Whereas, AADS has a Fleet Maintenance Division directly supervised by a Fleet Services Supervisor, employs Emergency Vehicle Technicians ("EVTs"), uses fleet maintenance software tracking, and has specialized tools for the diagnostics, repair, and maintenance of its own apparatus and from time to time has provided repair and maintenance of the Town's apparatus; and,

Whereas, AADS is familiar with the Town's apparatus; and

Whereas, Town is familiar with AADS's Fleet Maintenance Division; and

Whereas, Town desires AADS to provide repair and maintenance on the Town's apparatus;  
and

Whereas, AADS has capacity to provide the Town with repair and maintenance services on the Town's apparatus; and

Whereas, each Party has determined that it is its best interests and mutually beneficial to for AADS to provide the Town with repair and maintenance services upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

*1 Recitals.*

- a. The Recitals set forth above are incorporated into the terms and conditions of this Agreement.

*2 Effective Date and Duration.*

- a. This Agreement shall be effective on the 1<sup>st</sup> day July, 2020 and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2022.
- b. This Agreement may be renewed by either party for up to two successive three-year terms provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. **In** the event of a material breach of any of the provisions in this Agreement, the non-breaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.
- e. In the event either Party fails to appropriate funds based on a reasonable determination by that Party that there are insufficient funds to meet its obligations under this Agreement, the non-appropriating Party shall immediately provide written notice to the other Party and then shall have the right to terminate the Agreement effect as of the last day of the fiscal period for which funds are legally available.
- f. Upon cancellation or termination for any reason, Town shall pay AADS all sums due and owing at the time of cancellation.

*3 Budget.*

- a. Each party represents that it has within its respective budget, sufficient funds to discharge the obligations and duties assumed under this Agreement. Should either party fail to obtain continued funding during the term of this Agreement through a failure of appropriation or approval of funds, or through other legal means, then this Agreement shall be deemed to terminate by operation of law.

*4 Obligations of the Town.*

- a. The Town shall pay AADS for labor, parts, mileage and any other applicable costs as invoiced pursuant to the fee schedule then in effect. Payment from the Town shall / be due and payable to AADS within 30 days of invoice. The Town shall be responsible to deliver its apparatus to and pick up from AADS's Fleet Service Center located at 3011 North Piper Avenue, Suite A Casa Grande, AZ 85122.
  - i. In the event the Town cannot or does not deliver its apparatus to SMFD, the Town shall pay costs incurred by AADS in obtaining and returning the Town's apparatus at the hourly rate then in effect plus \$2 per mile travel costs for any AADS service truck.
- b. The Town shall provide AADS a list of Town personnel who are authorized to approve repair and maintenance work from AADS.

- c. The Town shall provide AADS prompt notification of any additions to or reductions from the Town's apparatus.
- d. The initial rate schedule for work done by AADS under this Agreement is as follows:
  - i. Labor Rate: Monday-Thursday from 7 a.m. to 6 p.m. (excluding holidays)  
\$95.00/hour
  - ii. Labor Rate: All other times  
\$142.50/hour
  - iii. Parts and materials  
Cost plus 20% handling charge
  - iv. For the first year of this Agreement, the Town's handling charge for parts shall be capped at \$6,000.00.
- e. The labor rates as set forth above may be increased by an amount up to 3% annually as mutually agreed upon by the Parties prior to July 1 of each year.

5 *Obligations of AADS*

- a. At its Fleet Services Center, AADS will perform routine repairs and maintenance for the Town's apparatus as may be requested by the Town as needed on a 24-hour basis seven days a week.
- b. AADS will provide the Town with the same service standards and priority for out of service front line apparatus that would be expected of AADS's own apparatus. In addition, non-emergency repairs shall be assigned the appropriate priority at the discretion of AADS's Fleet Supervisor. Ultimately, the prioritization of the service on all apparatus shall be at the discretion of AADS's Fleet Supervisor.
- c. AADS will promptly notify the Town of any repairs that fall outside AADS's technician or shop equipment capabilities that would require outsourcing of the needed repairs
- d. AADS will perform repair and maintenance services consistent with manufacturers recommended maintenance schedules and applicable NFPA guidelines.
- e. Repair and maintenance services will be performed only by qualified EVT certified technicians.
- f. On an as needed basis, AADS will provide repair and maintenance at the Town's facility located in Florence for apparatus that is not drivable or otherwise cannot be delivered to AADS's Fleet Services Center.
- g. In providing repair and maintenance services for the Town, AADS in its sole discretion may, from time to time, obtain assistance or subcontract; however, in the event the cost of outside assistance exceeds \$1,000, AADS shall obtain the consent of the Town.
- h. Individual purchases under this Agreement shall not exceed \$5,000. Purchases exceeding \$5,000 are subject to competition requirement and can only be made by the Contracting Specialists and Purchasing Agents from the Town within their delegated procurement authority.
- i. AADS shall maintain records of repairs and maintenance on the Town's apparatus on AADS's computerized records system and shall provide the Town monthly summaries of the work.
- j. AADS shall provide the Town monthly invoices based on the rate schedule then in effect.
- k. Pursuant to A.R.S. 35-393.01, AADS, 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.

6 *Indemnification.*

- a. AADS shall defend, indemnify, and hold harmless Florence Fire, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or AADS's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Florence Fire.
- b. Reserved

7 *Insurance.*

- a. Each party represents that it shall maintain for the duration of this Agreement, sufficient policies of public liability insurance covering all of its obligations undertaken in the implementation of this Agreement.
- b. The Town is solely responsible for maintaining insurance on its apparatus to cover any damage that might occur while apparatus is being transported to or from AADS or while being repaired by AADS. AADS is not responsible for personal property left on or in the Town's apparatus.

8 *Notices.*

- a. All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed as follows:

**TO AADS:** John Moreno  
Ascendant Auto & Diesel Service, Inc.  
3011 North Piper Avenue Suite A  
Casa Grande, AZ 85122  
(520) 316-5574

**TO TOWN:** Town Manager  
Town of Florence  
P.O. Box 2670  
Florence, AZ 85232  
(520) 868-7500

9 *Miscellaneous.*

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of AADS shall become employees of the Town nor shall the employees of the Town become employees of AADS by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Either party may cancel this Agreement for conflict of interest.

10 *Compliance with Legal Authorities.*

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements including, but not limited to, the rules and regulations of the Arizona Department of Health Services.
- b. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination."
- c. Each party shall comply with the notice provisions of A.R.S. § 23-1022(e). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the incident command protocol in place, and said party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.
- d. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- e. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- f. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

- g. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties
- h. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- 1. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF FLORENCE

\_\_\_\_\_

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

Its: \_\_\_\_\_

Ascendant Auto & Diesel Service, Inc.

\_\_\_\_\_  
Attorney for  
Ascendant Auto & Diesel Service, Inc.

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**MINUTE OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JUNE 1, 2020, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

***SPECIAL NOTICE REGARDING PUBLIC MEETINGS***

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions which will be read aloud during meetings, or limited attendance. In order to maintain social distancing guidelines, the meeting will only be open to the public on a limited basis. Those wishing to provide input are encouraged to submit their comments to be read into the record. You can also comment through making an appointment to speak at the live meeting. Speakers will receive an appointment time and be allocated three minutes to speak in the lobby of Town Hall.*

**CALL TO ORDER**

Mayor Walter called the meeting to order at 6:01 p.m.

**ROLL CALL:**

**Present:** Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

**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.

**PUBLIC HEARING AND PRESENTATIONS**

**Proclamation declaring June 14, 2020 as the Army's 245<sup>th</sup> Birthday. (Mayor Walter)**

Mayor Walter read the proclamation into the record and proclaimed June 14, 2020 as the Army's 245<sup>th</sup> Birthday.

**Proclamation declaring Florence's pride in those who have enlisted in the military and to urge all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces.**

Mayor Walter read the proclamation into the record, declared Florence's pride in those who have enlisted in the military and provided each graduate, who enlisted in the armed forces, a proclamation specific to them. Each enlistee was provided an opportunity to have their photo taken in front of the dais.

Due to Covid-19 pandemic and the requirement for social distancing, the enlistees were not able to remain for the Council meeting. Each Councilmember expressed their appreciation and a recording of their sentiments will be sent to each of the enlistees.

**Public Hearing to receive public comments on how the Town of Florence could use a portion of the Cares Act funding receive from the State AZCARES FUND.**

Mayor Walter stated that it is not a requirement to have a public hearing, however, the Town felt it was important to get feedback from the public.

Mr. Benjamin Bitter, Intergovernmental and Communications Manager/PIO, stated that the Cares Act was passed in March 2020. Many people received stimulus checks as part of the Cares Act; however, the other component of the Act was for funding across the nation to the states, local governments and a variety of other areas whereby those funds could be further distributed to the communities to help in the relief or recovery from the coronavirus pandemic.

Mr. Bitter stated that entities in Arizona with a population of 500,000 or greater received direct allocation of the funds from the federal government. They are: Pima County, Maricopa County, Phoenix, Tucson, and Mesa. The funding was based on per capita, which equates to \$274 per person, who lives in their jurisdictional boundary. Everyone else received an allocation through their state.

Mr. Bitter stated that Florence will receive its allocation from the State of Arizona, through a distribution that the State received on May 27, 2020. Governor Ducey announced his plans on how those funds would be distributed by creating the AZ Cares Fund. The AZ Cares Fund distributes a direct allocation to each local government with the exception of the five organizations who previously received their funding from the federal government. The amount allowable is \$114.89 per person, which can equate to \$3.1 million. The Town is compiling all of its payroll information to submit to the State for funding. If funding is received, the Town can use a portion of those funds to cover the Town's public safety costs and use the remaining portion as Council decides.

Mr. Bitter stated that the Town is asking for the public's opinion on how best to utilize the funds, if received. Due to Covid19, the Town understands the limitations with regards to social distancing

and the public's presence at the Council meeting so it was advertised that residents could submit their comments, via email or to schedule a time to appear before Council at this meeting.

Mr. Bitter stated that no one scheduled a time; however, three suggestions were emailed to the Town Clerk.

Mr. Bitter stated that there will be remaining funds with the State of Arizona after the initial distribution. The State received \$1.8 billion. The allocation that cities and towns will receive is \$441 million. The Town will continue to lobby the State to release those funds, as intended by the Federal Cares Act. Staff will continue with weekly phone calls with our senators.

Discussion occurred on the variance of per capita received between the five entities and those received through the AZ Cares Fund. Discussion also occurred on those entities that received both Federal and State funding.

Mr. Bitter clarified that the five entities that received the federal funding did not receive funding through the AZ Cares Fund. Maricopa County is having discussions on how they will spend the monies they received. There have not been discussions if, or how, the cities and towns within Pima and Maricopa will receive funding from their respective counties.

Discussion occurred on the possibility of more rounds of funding from the State.

Mayor Walter opened the public hearing.

Ms. Heather Smith submitted the following comments:

*I think if we invested the money into bringing the buildings up to Code throughout downtown Florence, we could have an easier time bringing business or even bars or restaurants to create more revenue for the Town. It would also make our historic town a destination for people to come check out.*

Mr. Michael Baca, Owner of Casa de Baca Studios, submitted the following comments:

*As a business owner in the Historic Downtown Florence Business District, our question is specifically regarding the many empty buildings in dire disrepair in that area. We see the needs and challenges. We want to embrace our History when solving some of those needs. These buildings have been empty for years and are not any closer to being occupied because it is too costly for a business owner to both bring the buildings up to code and start a business. We would like to see the Cares Act money used to restore at least one building in Historic Downtown so that it can be occupied by a business. Specifically, we'd like to see a building ready for a restaurant that could be an "experience" based on our great Historic assets; or a business that would attract tourists, as we see the great potential they bring to this area. If we have successful businesses in this area, we build momentum, we will have more tourists and more opportunity to attract outside investors that would have the money to do both a renovation and open a business.*

Mr. Harold Christ, Owner of the Windmill Winery, submitted the following comments:

*If I understand the Cares money correctly, an earmarked portion is to be spent on Public Safety payroll. The balance can be used in a discretionary manner. If that is correct, here are the items I would like to see Cares funds spent on.*

*1. Hire a fulltime Economic Development Director with a verifiable track record. Our sister cities such as Eloy, Coolidge, Casa Grande, Maricopa all have one.*

*2. Several of the remaining small businesses in Florence will not be reopening. I suggest two things: sit down with all of the small businesses and see if they could remain in business if they had some financial help. Then set up a low interest loan to assist them to stay in business; second, meet with owners of buildings along Main street and see if a similar low interest loan would get them to bring their buildings up to Code and then be able to either rent or sell the buildings to a user.*

*3. Here is one I would like to see no more money spent on - fighting the copper mine. Let's not spend another dime to fight a battle that has already been lost. The Council and staff are a bright group, sit down and figure out a way to get away from throwing good money after bad. Is it true that the Town has spent over \$3,000,000 fighting the mine and has not won one suit? This does not sound like a good business plan to me.*

*4. Set aside a substantial amount of these funds to be used to promote and enhance the image of Florence. Site selectors will never tell us when they are searching for a site. They will move on to a site that shows pride in ownership. Without forward thinking that includes a vision of what we can be we will remain as is. Florence is a very special place, but it needs a cleanup badly. The Town needs signage at all the entry points starting at I-10.*

*I really enjoy Florence and I have made a substantial investment here. You have house money to use to enhance what we as taxpayers have been supporting. Please make wise decisions on how to spend the dollars you have been given.*

Mayor Walter closed the public hearing.

**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. 1742-20:**

Mayor Walter read Resolution No. 1742-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE SERVICE AGREEMENT BETWEEN EDUCATIONAL SERVICES, INC., AND THE TOWN OF FLORENCE, EFFECTIVE JULY 1, 2020.**

**b. Approval of a Lessee Resolution to provide a lease/purchase of Schedule of Equipment No. 01, dated April 3, 2020, to Master Equipment Lease Purchase Agreement, dated June 1, 2020, between Community First National Bank, as Lessor, and Town of Florence, as Lessee.**

- c. **Approval of Change Order 5, Task One, for WestLand Resources, for the Poston Butte Preserve Project On-Call Engineering.**
- d. **Adoption of the 2020-2021 Capital Improvement Plan.**
- e. **Approval of accepting the register of demands ending April 30, 2020, in the amount of \$2,179,040.16.**

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to approve the Consent Agenda, as written, with the exception of Item d.

**d. Adoption of the 2020-2021 Capital Improvement Plan.**

Mayor Walter stated that the Town has received \$3,499,578 in grant items. The Town is working to clean up the community. The recycling center has been moved. The Town is building an eco-center next to the Public Works Facility.

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (6-0) to adopt the 2020-2021 Capital Improvement Plan.

**NEW BUSINESS**

**Discussion/Approval/Disapproval to accept the bid from Jam’s Crafts, to use of the Silver King Marketplace, Suite 201, as a retail fabric store and authorize the Town Manager to negotiate and enter into a lease agreement.**

Ms. Jennifer Evans, Management Analyst, stated The Town issued a Request for Proposal (RFP) for the Silver King Marketplace, 440 North Main Street, Suite 201, and it closed on April 27, 2020. During this time, the Town also updated a Lease Policy.

Ms. Evans stated that only one proposal was submitted. Ms. Anita Jamlus submitted a proposal to open a retail fabric store in Suite 201. This would be an expansion of Ms. Jamlus’ online fabric business in which she sells quilting fabrics and notions. The proposal meets the submission requirements of the RFP. The use as a specialty retail store conforms to the Downtown Commercial Zoning District Code and is compatible with neighboring uses.

Councilmember Cordes inquired if the extension would be completed before Ms. Jamlus takes occupancy, if approved.

Ms. Evans stated that the project should be completed by June 30, 2020 and Ms. Jamlus would take occupancy on July 1, 2020.

Ms. Anita Jamlus, Jams Crafts owner, stated that her business is a home-based business in which she sells fabrics online. She is looking for space in town to expand her business. She will continue to do her online business and is excited to expand into a brick and mortar.

Mayor Walter stated that businesses who also have an online presence are more successful.

Councilmember Wall stated that Anthem has one of the largest quilting groups in Arizona who are very active. Everyone will be excited to see the shop open.

Mayor Walter inquired what the hours will be.

Ms. Jamlus stated that her hours will be from 8:00 am to 3:00 pm; however, their hours can be from 9:00 am to 4:00 pm if Council prefers. She can also open on Saturdays.

Councilmember Larsen stated that she used to sew custom children's clothing and stopped because she was unable to find fabric locally. She is excited because it provides an opportunity for her to start sewing again.

Councilmember Cordes stated that Jams Crafts already has a proven track record and it is more competitive online. It is nice to see that she has some exclusive contracts with fabric makers, so people need to go to Ms. Jamlus to obtain those unique fabrics.

Vice-Mayor Anderson stated that people will enjoy the shop because people like to see the product for themselves.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to approve the bid from Jam's Crafts, to use the Silver King Marketplace, Suite 201, as a retail fabric store and authorize the Town Manager to negotiate and enter into a lease agreement.

#### **Discussion and possible action on current Town-owned commercial property leases.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the total amount waived due to the Covid-19 pandemic is \$2,371.15. This encompassed the rent that was waived from March 19, 2020 – May 17, 2020 for rent on all Town owned buildings.

Ms. Garcia stated that all businesses in the Silver King Market Place are on a month-to-month lease and are not on the new lease. Any new leases will start with the newly approved lease policy. Existing businesses will receive the 10% discount during the summer months, but new leases would not. Staff will come before Council in October to make sure the economy has recovered before the Town moves forward on the new leases. The new leases will not be required to go before Council because the new policy authorizes the Town Manager to enter into the new leases once the use is acceptable by Council.

Mayor Walter stated that it is important to assist the businesses during the pandemic and to help them stay in business.

Discussion occurred on waiving the rent for the full month of May as well as providing the 10% reduction for the summer months.

Ms. Garcia explained that the businesses were allowed to open May 6, 2020; however, the Town Manager provided relief for an additional 17 days. Staff can waive the fees for the full month of May if Council wishes.

Discussion occurred on the total waived amount for each suite.

Ms. Garcia stated that the totals for each suite are being tracked so they can submit for reimbursement through the Cares Act.

Mr. Billingsley stated that there are two types of funding: Cares funding and FEMA funding. There is approximately \$150 million that has been designated by FEMA to be distributed by DEMA through an online portal. There are specific guidelines on what is reimbursable such as rent relief and the Town will be submitting for reimbursement to DEMA.

Mr. Billingsley stated that the items that are reimbursable through Cares funding is very specific and primarily consist of payroll expenditures for emergency services from mid-March through December 31, 2020. The funds can be spent on other ancillary items as well which may include rent release.

Ms. Garcia stated that a certified copy of the minutes will be attached to each of the tenant's leases.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to waive the rent for the month of May for all Town-owned properties, and provide a 10% rate reduction for the months of June, July and August for Town-owned building tenants.

**Resolution No. 1741-20:**

Mayor Walter read Resolution No. 1741-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TOWN OF FLORENCE FISCAL YEAR 2020-2021 EMPLOYEE COMPENSATION AND CLASSIFICATION PLANS.**

Ms. Catherine Wilson, Human Resources Director, stated the Employee Compensation and Classification Plans includes changes made to the plans. Several positions were looked at with regards to their competitiveness to the market. The following changes for consideration include:

- Adding the position of Economic Director to Grade 66
- Removing the position of Assistant Town Manager in Grade 59
- Utilities Superintendent reclassification moving from Grade 48 to Grade 50
- Reclassification of the position of Senior Wastewater Treatment Plant Operator from Grade 35 to Grade 42
- Reclassification of the Fleet Supervisor from Grade 38 to Grade 45
- Reclassification of the Public Safety Dispatcher – Lead from Grade 34 to Grade 38
- Creation of the position Wastewater Treatment Plant Operator II placed in Grade 36
- Creation of the position of Wastewater Treatment Plant Operator placed in Grade 32
- Removal of the position Sanitation Worker III from Grade 32
- Reclassification of the position Public Safety Dispatcher from Grade 30 to Grade 34
- Adding a new position of Library Coordinator to Grade 34
- Removal of the position of Assessment Specialist form Grade 28.

Vice-Mayor Anderson inquired if all positions are in line with the market.

Ms. Wilson stated that there should be some adjustments to the classification plan. The changes are for positions that have been open for quite some time and there has been some urgency in getting the positions classified so that they can be competitive with the market.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to adopt Resolution No. 1741-20.

**Discussion/Approval/Disapproval of the Town of Florence hosting the 2020 Michelle Gallagher Virtual Softball Tournament with all proceeds being used for youth programs.**

Ms. Alison Feliz, Recreation Superintendent, stated The Michelle Gallagher Foundation fundraising is typically done with a spring softball tournament by this time each year; however, due to COVID-19, the Foundation was not able to hold their annual tournament. The Town of Florence recognizes what a tremendous support the Foundation is to assisting youth and acknowledges that youth activities play a vital role in the development of a child. Thus, the Town would like to sponsor the “2020 Michelle Gallagher Virtual Softball Tournament”.

Ms. Feliz stated that the Michelle Gallagher Foundation has been supportive of all of the Town’s programs as well as the Little League Program. She provided a brief history of Ms. Gallagher’s passion for helping Florence’s youth.

Mr. Erasmo Mendivil, Recreation Programmer, explained that the virtual softball tournament would have the teams pay \$100 to participate and the public will help players round bases by donating money in the team’s name they would like to see win. Play will be a single elimination bracket style tournament with winners announced weekly. The winning team will receive recognition at a Town Council Meeting and receive a nominal gift.

Mr. Mendivil explained how they will advertise for this event and that payments can be made online through the Parks and Recreation website or they may call payments in as well. He stated that they are capping it at 12 teams. The Team Manager will determine how many people will be on each team.

Mr. Mendivil stated that they will be creative in regard to how they announce the weekly announcements.

Councilmember Cordes suggested an option to be able to strike someone out.

Councilmember Wall asked that they have a roster for each team.

Mayor Walter asked that staff look into creating the games into a virtual format.

Ms. Garcia stated that the Michelle Gallagher Foundation will donate 50% of the proceeds from the tournament to the Town to assist with the youth in our community. She stated that they have also provided \$12,000 for youth scholarships in the past.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hughes, and carried (6-0) to approve the Town of Florence hosting the 2020 Michelle Gallagher Virtual Softball Tournament with all proceeds being used for youth programs.

### **Discussion and possible consideration for reallocation of \$5,000 from the Town Council Budget.**

Ms. Garcia stated that the \$5,000 that was earmarked for the Florence High School Lock-In was discussed at the previous Council Meeting because the school was unable to host the event due to the Covid-19 Pandemic. Staff was tasked with options on how the money can be used to help the youth scholarships and businesses. Staff provided several options for Council's consideration. The options include the following:

- Option 1:
- \$1,000 for youth scholarships and \$4,000 for business license relief
  - 10 scholarships for \$100 each
  - Scholarships awarded based on essay contest
  - Michelle Gallagher Foundation will be invited to select the winners
  - Winners will come before Council
  - Scholarship can be used on any type of activity of interest that they write their essay on.
  - Program does not need to be in Florence
  - Will have one year in which to utilize the scholarship money.
- Relief to 100 businesses
  - \$40.00 reimbursement for their 2020 business license fee
  - Brick and mortar businesses located within the municipal boundary
- Option 2: \$2,500 for youth scholarships and \$2,500 for business license relief
  - 25 scholarships for \$100 each
  - Same criteria as Option 1
  - Relief to 100 businesses
    - \$25.00 reimbursement for their 2020 business license fee

Councilmember Larsen requested the following changes for the youth scholarships:

- Change verbiage to say "up to \$100.00"
  - May be able to assist more students
- Do not make it a competition but rather an informational essay on what the students would like to attend

Councilmember Larsen inquired how the money would be disbursed.

Ms. Garcia explained that the money would be paid directly to the entity under the child's name.

Councilmember Wall inquired if there are 100 brick and mortar businesses in Florence.

Ms. Garcia explained that the Town does have 100 brick and mortar businesses in Florence and stated that a listing could be provided.

Councilmember Cordes stated that it may be difficult to list an "up to amount". She likes to be able to serve more kids, but it is also important to assist local businesses.

Discussion occurred on various scenarios in which funding could be provided for scholarships.

Councilmember Cordes inquired about the criteria for the business license relief.

Ms. Garcia stated that the relief will be for all brick and mortar businesses within the municipal boundary. She stated that a list has been created of businesses that were closed. A letter from the Mayor and Council will be sent to those businesses indicating that the refund is a token of appreciation and support throughout the pandemic.

Ms. Garcia explained that the Council can choose either of the two options, amend the options or elect to do something different than what was suggested. She stated that the scholarship criteria will be left up to the Community Services Department staff members and that it will not be a competition.

It was the consensus of the Council to move forward with option 2 and earmark \$2,500 for youth scholarships and \$2,500 for business license relief.

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (6-0) to approve spending \$2,500 for Youth Scholarships/\$2,500 Business License Relief.

### **Discussion and possible consideration of an increase in employee compensation for Fiscal Year 2020-2021 Budget.**

Mr. Billingsley stated that Council requested employee compensation options for the upcoming budget at their May 26, 2020 Work Session. He stated that staff has provided three different options:

- Scale adjustment of 2.5%
  - Each employee will receive a 2.5% increase
  - Scale of every position will increase one step inside the range
  - Will not be an issue for employees that are at the top of their range
- Stipend
  - One time 3% stipend to each employee (bonus payment)
  - Council has approved stipends in 2014 and 2015
  - Salary and retirement will not be impacted
- Cost of Living Adjustment that will be tied annually to a national standard

Vice-Mayor Anderson stated that social security uses the Department of Labor Price Index. It was 2.8% last year and this year will be 1.6%. He suggested keeping the pay scales in alignment with the cost of living and to raise the steps each year. He would like to see a policy created that would allow for the COLA adjustment to be done every year. His preference is to do both the scale adjustment and COLA.

Mayor Walter concurs with Vice-Mayor Anderson and stated that it is important to remain competitive.

Councilmember Larsen asked if the surrounding communities were polled with regards to employees' salaries.

Mr. Billingsley stated that the communities were polled; however, the feedback was not ideal. Many communities are concerned and have been cautious.

Councilmember Cordes stated that her preference is the scale adjustment rather than the COLA because the COLA will vary from year to year and can make it difficult to budget for. Her concern is that an employee will tap out and the employee will not be provided an increase. It will also help them with their retirement.

Mr. Billingsley stated that staff's option will be to be a scale adjustment. This will ensure that employees do not max out. Stipends make sense in a severe financial environment in that the costs do not carry forward into future years. COLAs cause compression in the scale over time. He explained the difference between step systems, scale systems and how they affect budgets from year to year.

Mr. Billingsley stated that one challenge is that the Town has not received their revenue projections for next year and the Town is already utilizing its savings to help augment the expenditures. His recommendation is to do a 2.5% scale adjustment.

Councilmember Wall stated that she is not in favor of COLAs. Her preference will be for Option 1. She would prefer that the adjustment be done on January 1, 2021.

Ms. Garcia stated that every city needs to do a market base comparison from time to time to ensure they are competitive. Unfortunately, the Town does not have the finances in which to do the comparison this year. She stated that allowing employees to move up one step is a step in the right direction. Eventually, the Town will need to do a market base adjustment.

Mayor Walter suggested that the comparisons be done in house. She commended Ms. Wilson on the other comparisons she has done.

Ms. Wilson stated that it would be difficult for one person to do the comparisons for all positions. It is more feasible for a consultant to do the market base adjustment.

Mr. Billingsley stated that the positions that have been reclassified will not be included in the scale adjustment because they are already been increased commensurate with the study. He asked that the motion reflect that the reclassified positions not be included.

On motion of Councilmember Hughes, seconded by Councilmember Wall, and carried (6-0) to approve a 2.5 percent scale adjustment effective January 1, 2021 for full time employees, and excludes positions reclassified by adoption of Resolution No. 1741-20.

## **MANAGER'S REPORT**

Mr. Billingsley provided a COVID-19 Update. The news has been bad as the State continues to set records in term of new cases in Arizona. this has been the highest number of cases since the outbreak started. There were the following new cases:

Thursday, May 28, 2020 501 new cases

Friday, May 29, 2020 702 new cases

Saturday, May 30, 2020 790 new cases

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Sunday, May 30, 2020 681 new cases

Mr. Billingsley stated that the rise is due to people not practicing social distancing and things are back open. Florence is experiencing approximately five new cases per day.

Mr. Billingsley stated that the Town will be receiving the following grants:

- Cares Express Grant                      For use at the Library and Library Programming  
15 new chrome books valued at \$350 per book  
Basic virtual tool kit valued at \$1,100  
Engagement tool kit valued at \$1,000  
Three germ buster kits valued at \$245 each
  
- FTA Section 5310 Grant                      Give A Lift Program  
Preliminary Grant Award for the entire request  
Capital        \$ 5,400                      Local Match \$ 1,080  
Operations    \$45,050                      Local Match \$22,525

Mr. Billingsley stated that Fire Chief Strayer was asked to do a presentation to the US Ecuadorian Embassy regarding being a guest speaker for the Oversees Security Advisor Council with respect to our response to Covid 19 and the emergency in Florence.

Mr. Billingsley stated that in light of the time, he asked that the Executive Session be rescheduled to honor the 8:00 p.m. curfew set forth by Governor Ducey.

**DEPARTMENT REPORTS**  
**Community Development**  
**Community Services**  
**Courts**  
**Finance**  
**Fire**  
**Police**

The Department Reports were received and filed.

**CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Larsen asked everyone to be kind to one another during this difficult time in the State and Country. He commended Police Chief Bruce Walls for leading by example and for being receptive to the community’s needs.

Councilmember Hughes thanked everyone who submitted their suggestions for the CARES Fund.

Councilmember Cordes asked that everyone remain safe. She asked that everyone see what the Community Services has planned to help people get out and enjoy the outdoors.

Vice-Mayor Anderson stated that the vacancy on the Council needs to be addressed. He stated that the sound system in the Council Chambers needs to be addressed as well.

Mayor Walter stated that the issue with the vacancy will be addressed when the Council comes back. Currently everyone is practicing social distancing due to Covid-19.

Mayor Walter thanked all the students who enlisted in the armed services. It is important to support them and their families.

Mayor Walter stated that she has been selected to be on the Arizona League of Cities and Towns Budget, Finance and Economic Development Committee.

### **ADJOURNMENT TO EXECUTIVE SESSION**

**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) & (4) to receive legal advice from the Town Attorney on threatened claims against the Town.**

The Executive Session will be rescheduled due to the Governor Ducey's Declaration of State of Emergency – Imposition of Curfew.

### **ADJOURNMENT FROM EXECUTIVE SESSION**

### **ADJOURNMENT**

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried to adjourn the meeting at 8:02 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 June 1, 2020, 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 COUNCIL MEETING HELD ON MONDAY, JUNE 15, 2020, AT 5:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**SPECIAL NOTICE REGARDING PUBLIC MEETINGS**

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, the Town of Florence has determined that public meetings will be indefinitely held through technological means. Meetings will be open to the public through technological means. In reliance on, and in compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, and in conjunction with the Emergency Proclamation signed by Mayor Tara Walter, on March 18, 2020. The Town of Florence provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.*

**CALL TO ORDER**

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

**ROLL CALL:**

Present: Tara Walter, John Anderson, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes

**ADJOURNMENT TO EXECUTIVE SESSION**

**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)(1) (3) (4) & (7) to:**

- **Review proposal received on the Territory Square Project and instruct the attorney on how to proceed.**
- **Review proposal received on the Silver King Suite 202 and instruct the attorney on how to proceed.**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (\*5-0) to adjourn to Executive Session.

\*Councilmember Cordes was not present for the motion.

**ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to adjourn from Executive Session.

**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.

## **ADJOURN TO ANTHEM AT MERRILL RANCH COMMUNITY FACILITIES DISTRICT 2.**

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to adjourn to the Anthem at Merrill Ranch Community Facilities District No. 2.

## **Discussion and possible action on Resolution No. MRCFD2 242-20:**

Chairman Walter read Resolution No. MRCFD2 242-20 by title only.

**RESOLUTION (1) PROVIDING FOR THE SALE AND ISSUANCE OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 GENERAL OBLIGATION REFUNDING BONDS AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) DELEGATING AUTHORITY TO THE DISTRICT MANAGER OF THE DISTRICT OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING AS WELL AS CERTAIN MATTERS WITH RESPECT TO CERTAIN BONDS BEING REFUNDED WITH THE PROCEEDS OF THE SALE OF SUCH BONDS; (3) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF SUCH BONDS; (4) ADOPTING POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE DISTRICT AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION.**

Ms. Becki Jimenez, District Treasurer, stated that earlier this year, while issuing the 2019 bond, discussion had taken place to evaluate existing debt in General Obligation (GO) Bonds. It was determined that the 2010 General Obligation Bonds would qualify for refunding. Refunding is a refinancing of existing debt. This request is to lower the interest rate from 6.11% to something much lower.

Mr. Mark Reeder, Managing Director of Stifel, provided a presentation in which he outlined the following:

- General Property Tax Information and Refunding Analysis
- Public Policy Objectives

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- Merrill Ranch Community Facilities District No. 2 General Obligation Refunding Bonds Policy Objectives
  - Interest rates remain around historical lows – credit spreads have widened some (see chart herein)
  - Refund Series 2010 Bonds with average rate of 6.11% for the purposes of achieving cash flow and net present value savings
  - Analyze all alternatives under the circumstances and select the most efficient alternative – (See alternatives 1 – 4 herein)
  - Structure the cash flow savings over the next two to three fiscal years with the goal of paying off \$1.1 million working capital taxable bonds
  - Annual debt service savings from \$3.25 secondary property tax levy used to repay \$1.1 million taxable working capital bonds purchased by the Town – see attached analyses
  - After working capital bonds have been redeemed, issue bonds for reimbursement of public
    - infrastructure improvements pursuant to Development Agreement

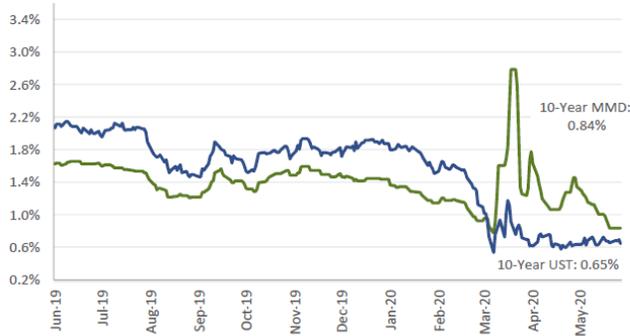
- Market Volatility: A Defining Characteristic
  - 30-Year AAA MMD Since January 1, 2016



## - Interest Rate Movement

### US Treasuries and Municipal Rates Observe Decreased Volatility

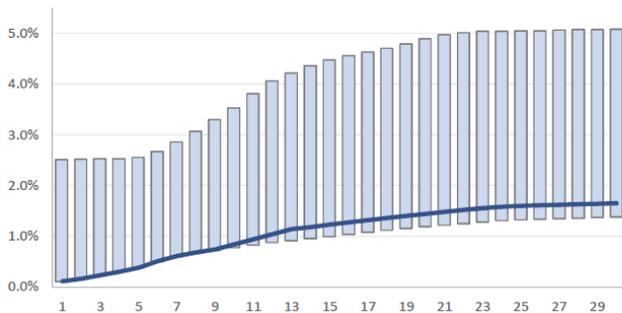
The Negative Gap Between the 10-Year MMD and UST Nearly Closes  
Comparing 10-Year UST and 10-Year AAA MMD since June 2019



30-Year AAA MMD Remains at 1.65% for Five Business Days  
Comparing 30-Year UST and 30-Year AAA MMD since June 2019



MMD Rates Approach All-Time Record Lows Set in March  
10-Year Historical AAA MMD Range vs. Current AAA MMD

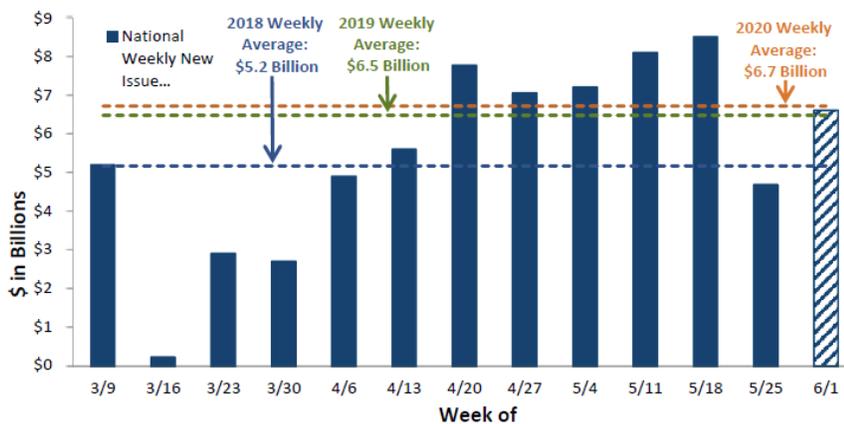


MMD and UST Rates Observe Decreased Volatility  
May 22, 2020 to May 29, 2020



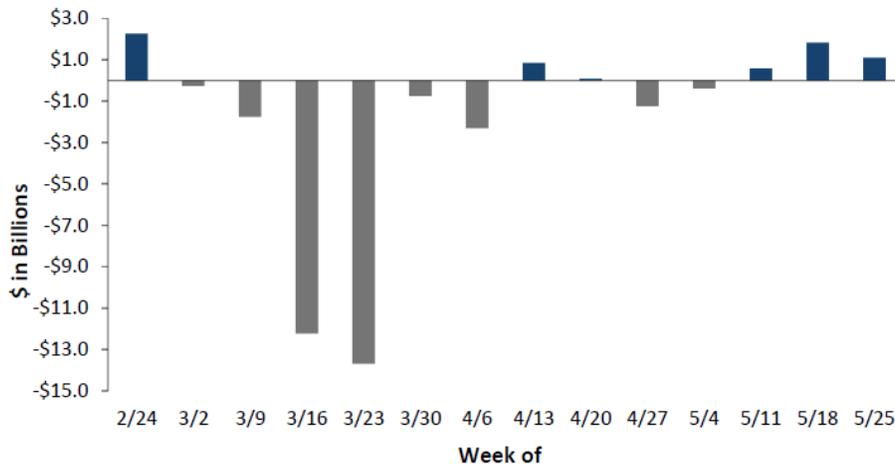
- New Issue – Supply and Demand
- New Issuance Begins to Return to Historic Averages
- Supply & Demand:
  - Coronavirus concerns originally influenced a worldwide “flight to quality” as money moved out of equities and into the bond market.
  - Previously, market concerns halted some new issue volume as markets monitored record-setting weekly outflows from tax-exempt municipal bond funds
  - The holiday shortened week of May 25, 2020 saw a new issue supply of \$4.7 billion, compared to a 2019 weekly average of \$6.5 billion, as expected.

Weekly New Issue Volumes Return to Pre-Outbreak Averages  
Previous 12 Weeks of New Issue Supply and Forecast of Current Week

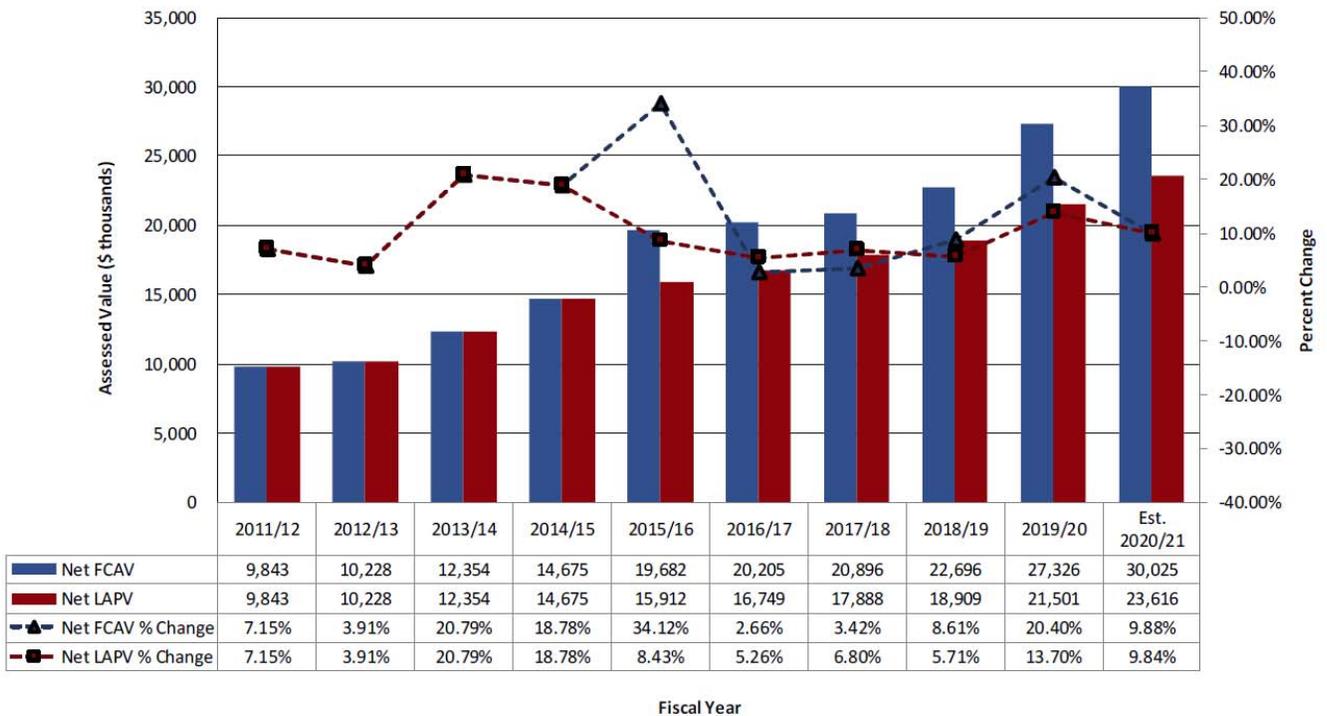


- Tax-exempt municipal bond funds observe around \$1 billion of inflows:
  - Before the COVID-19 Outbreak, Lipper reported outflows on March 2nd ending a record-setting 60-week streak of inflows into municipal bond mutual funds.
  - The week of March 23rd observed the historic record of outflows with \$13.7 billion flowing from tax-exempt municipal bond mutual funds.
  - The week of May 18, 2020 observed inflows of \$1.09 billion into tax-exempt mutual funds, compared to the 2019 average of \$1.24 billion of inflows.

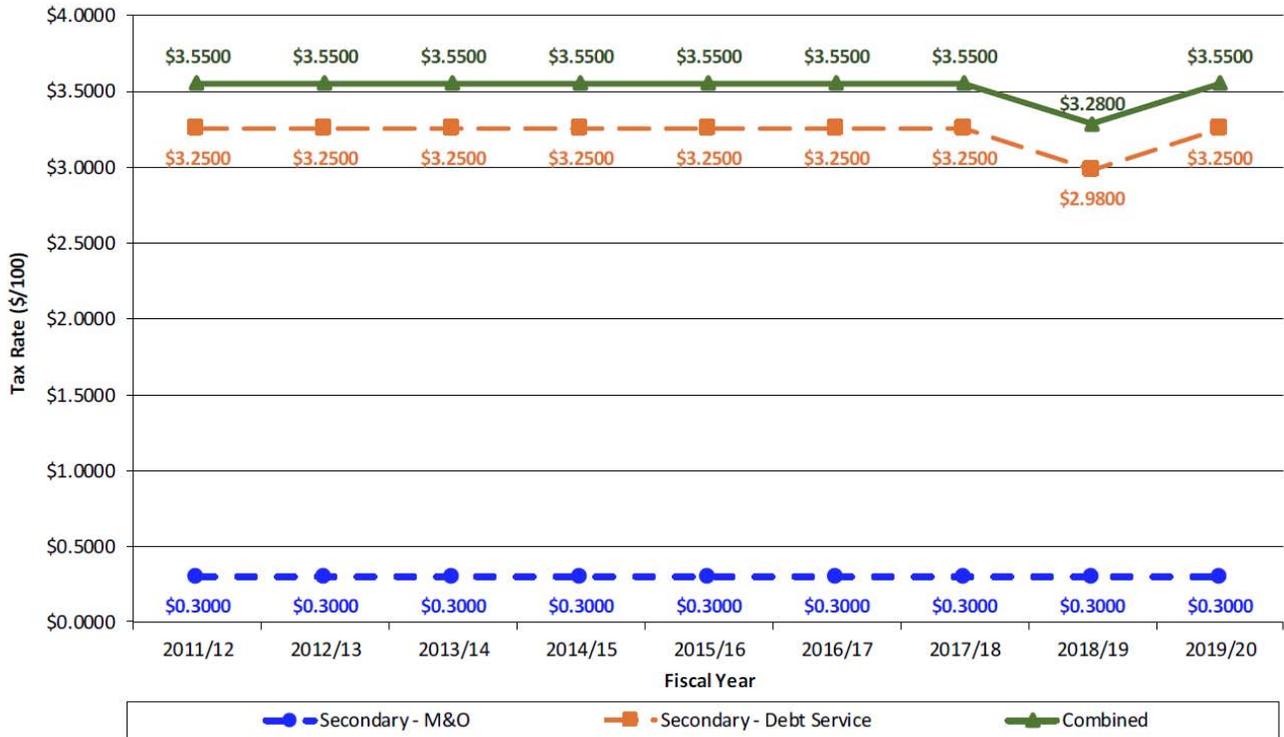
**Tax-Exempt Funds Observed Third Consecutive Week of Inflows**  
**Recent Weekly Municipal Bond Fund Flows**



- 10-Year Historical Assessed Values – MRCFD No. 2



Net FCAV = Net Full Cash Assessed Value (To Calculate Capacity)  
 Net LAPV = Net Limited Assessed Property Value (To Calculate Taxes)



- General Obligation Debt Outstanding

Fiscal Year Ending (July 15)	\$3,560 General Obligation Bonds Series 2010 Dated: 11/30/10		\$1,850 General Obligation Bonds Series 2013 Dated: 12/19/13		\$2,000 General Obligation Bonds Series 2016 Dated: 6/22/16		\$1,440 General Obligation Bonds Series 2017 Dated: 11/16/17		\$1,100 General Obligation Bonds Taxable Series 2019 Dated: 12/18/19		Total
	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	
2020	\$100	4.850%	\$25	4.500%	\$35	3.000%			\$120	3.350%	\$280
2021	105	5.100%	30	4.500%	30	3.000%			165	3.350%	330
2022	110	5.250%	30	4.500%	35	3.250%			220	3.350%	395
2023	115	5.375%	30	4.500%	40	3.250%			285	3.350%	470
2024	120	5.500%	35	5.250%	40	3.250%			310	3.350%	505
2025	130	5.600%	35	5.250%	40	3.250%					205
2026	135	6.000%	35	5.250%	45	5.000%					215
2027	145	6.000%	35	5.250%	45	5.000%					225
2028	150	6.000%	40	5.250%	45	5.000%					235
2029	160	6.000%	45	5.750%	45	5.000%					250
2030	170	6.000%	45	5.750%	50	5.000%					265
2031	180	6.250%	50	5.750%	50	5.000%					280
2032	190	6.250%	55	5.750%	50	5.250%					295
2033	205	6.250%	55	6.000%	50	5.250%					310
2034	215	6.250%	60	6.000%	55	5.250%					330
2035	230	6.250%	60	6.000%	60	5.250%					350
2036			310	6.000%	60	5.250%					370
2037			330	6.750%	60	5.250%					390
2038			350	6.750%	65	5.250%					415
2039					435	5.250%	\$15	5.000%			450
2040					455	5.250%	20	5.000%			475
2041							410	5.000%			410
2042							305	5.000%			305
	<u>\$2,460</u>		<u>\$1,655</u>		<u>\$1,790</u>		<u>\$750</u>		<u>\$1,100</u>		<u>\$7,755</u>
Call Features:	7/15/21 and After Callable 7/15/20 @ par	7/15/28 and After Callable 7/15/23 @ par	7/15/31 and After Callable 7/15/26 @ par	7/15/42 Callable 7/15/27 @ par	Callable Anytime @ par						

- Taxable Working Capital Amortization Schedule

**BOND DEBT SERVICE**

\$1,100,000  
Merrill Ranch Community Facilities District No. 2  
(Florence, Arizona)  
General Obligation Bonds, Taxable Series 2019

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
7/15/2020	\$120,000	3.35%	\$21,188.75	\$141,188.75	\$141,188.75
1/15/2021			16,415.00	16,415.00	
7/15/2021	165,000	3.35%	16,415.00	181,415.00	197,830.00
1/15/2022			13,651.25	13,651.25	
7/15/2022	220,000	3.35%	13,651.25	233,651.25	247,302.50
1/15/2023			9,966.25	9,966.25	
7/15/2023	285,000	3.35%	9,966.25	294,966.25	304,932.50
1/15/2024			5,192.50	5,192.50	
7/15/2024	310,000	3.35%	5,192.50	315,192.50	320,385.00
	<b>\$1,100,000</b>		<b>\$111,638.75</b>	<b>\$1,211,638.75</b>	<b>\$1,211,638.75</b>

- Private Placement Bid Summary RFP sent to 30 Financial Institutions
  - The following banks reviewed the Term Sheet and ultimately passed for various reasons:
    - BBVA Compass
    - CapitalOne
    - JP Morgan Chase
    - Key Bank
    - Sterling National Bank
    - Wells Fargo Bank N.A.
- Private Placement market has become more difficult with many no longer responsive/engaged due to COVID 19
  - Two Bids Received:
    - Western Alliance: 3.25%
    - First foundation Bank: 4.01%

- General Obligation Refunding Alternatives

Scenario	Structure	Comments
<b>Scenario 1: Private Placement, 3.25% - Refunds July 15, 2020 principal and interest payment</b>	Cash Flow Savings <b>\$359,838</b> Net Present Value Savings (\$) <b>\$355,248</b> Net Present Value Savings (%) <b>14.44%</b>	Closing: 30 – 45 days or less (CFD Board approval on 6/15) Redeem \$160,000 (working capital bonds) on July 16, 2020 resulting in interest savings of approximately \$3,500.
<b>Scenario 2: Private Placement, 3.25%, Does not Refund July 15, 2020 principal and related interest payment</b>	Cash Flow Savings <b>\$367,163</b> Net Present Value Savings (\$) <b>\$356,333</b> Net Present Value Savings (%) <b>15.10%</b>	Closing: 30 – 45 days or less Redeem \$160,000 worth of principal in fiscal year 2020/21.
<b>Scenario 3: Effectuate Immediately a Public Sale of Bonds:</b>	Cash Flow Savings <b>\$569,103</b> Net Present Value Savings (\$) <b>\$553,735</b> Net Present Value Savings (%) <b>22.51%</b>	Requires expeditious calendar Closing on or around July 15 <sup>th</sup> with conditional call notices. Additional Discussion Required Credit Rating Applied For – affirmation of BBB would be goal Municipal bond insurance applied for (AA)
<b>Scenario 4: Wait Six Months for Litigation to Settle (assume six months is sufficient)</b>	Cash Flow Savings \$ _____ Net Present Value Savings (\$) \$ _____ Net Present Value Savings (%) _____%	Limited disclosure likely required Credit rating required/municipal bond insurance applied for Interest rate risk – is the market going to get better, worse or stay at or near its current levels?

- Secondary Tax Rate and Cash Flow Savings Model for Debt Repayment Refunding Analysis  
• Private Sale Scenario 1

SCENARIO 1 - PRIVATE SALE - UPFRONT SAVINGS (includes refunding of 7/15/2020 principal and related interest payment)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Fiscal Year	Net Limited Assessed Valuation (b)	Projected Growth	Currently Outstanding General Obligation Bond Debt Service	Interest	\$2,460,000 Bonds Being Refunded (Series 2010 GO Bonds)	Interest	\$2,685,000 GO Refunding Bonds, Series 2020 Dated: 7/9/20 (a)	Estimated Interest (c)	Total Aggregate Debt Service	Secondary Bond Tax Rate Revenues @ 3.25 & 95% collections	Excess Levy	\$1,100,000 2019 Taxable GO principal outstanding (e)
2019/20	\$ 21,500,529		\$280,000	\$393,630	\$100,000	\$72,696			\$500,934	\$663,829	\$162,894	\$880,000
2020/21	23,615,820	10%	330,000	398,246	105,000	140,541		\$88,717	571,422	729,138	157,717	557,283
2021/22	25,977,402	10%	395,000	385,114	110,000	135,186	\$135,000	87,263	757,190	802,052	44,862	292,421
2022/23	28,575,142	10%	470,000	369,481	115,000	129,411	161,000	82,875	838,945	882,258	43,313	0
2023/24	30,575,402	7%	505,000	351,103	120,000	123,230	165,000	77,643	855,515	944,016	88,501	
2024/25	32,715,680	7%	205,000	330,980	130,000	116,630	174,000	72,280	535,630	1,010,097	474,467	
2025/26	34,351,464	5%	215,000	320,563	135,000	109,350	177,000	66,625	534,838	1,060,601	525,764	
2026/27	36,069,038	5%	225,000	308,375	145,000	101,250	185,000	60,873	532,998	1,113,632	580,634	
2027/28	37,151,109	3%	235,000	295,588	150,000	92,550	187,000	54,860	529,898	1,147,040	617,143	
2028/29	38,265,642	3%	250,000	282,238	160,000	83,550	194,000	48,783	531,470	1,181,452	649,982	
2029/30	39,413,611	3%	265,000	267,800	170,000	73,950	201,000	42,478	532,328	1,216,895	684,568	
2030/31	40,596,020	3%	280,000	252,513	180,000	63,750	207,000	35,945	531,708	1,253,402	721,695	
2031/32	41,813,900	3%	295,000	235,888	190,000	52,500	213,000	29,218	530,605	1,291,004	760,399	
2032/33	43,068,317	3%	310,000	218,225	205,000	40,625	223,000	22,295	527,895	1,329,734	801,839	
2033/34	44,360,367	3%	330,000	199,488	215,000	27,813	227,000	15,048	528,723	1,369,626	840,904	
2034/35	45,691,178	3%	350,000	179,563	230,000	14,375	236,000	7,670	528,858	1,410,715	881,858	
2035/36	47,061,913	3%	370,000	158,438					528,438	1,453,037	924,599	
2036/37	48,473,770	3%	390,000	136,688					526,688	1,496,628	969,940	
2037/38	49,927,983	3%	415,000	111,263					526,263	1,541,526	1,015,264	
2038/39	51,425,823	3%	450,000	84,225					534,225	1,587,772	1,053,547	
2039/40	52,968,598	3%	475,000	60,638					535,638	1,635,405	1,099,768	
2040/41	54,557,656	3%	410,000	35,750					445,750	1,684,468	1,238,718	
2041/42	56,194,385	3%	305,000	15,250					320,250	1,735,002	1,414,752	
			<u>\$7,755,000</u>		<u>\$2,460,000</u>	<u>\$1,377,407</u>	<u>\$2,685,000</u>	<u>\$792,569</u>				

(a) Closing date subject to change.

(b) Fiscal year 2019/20 is actual. Fiscal year 2020/21 is estimated by Pinal County. Subsequent years assume growth as stated in column 3.

(c) Rate is estimated at 3.25% and is subject to change based on a variety of economic and market factors.

(d) Includes 5.0% delinquency factor. 2019/20 tax rate is actual.

(e) Assumes certain excess tax collections would be used during each year to payback the Town. These amounts are subject to change based on actual tax collections on other objectives.

• Private Sale Scenario 2

SCENARIO 2 - PRIVATE SALE - UPFRONT SAVINGS (does not include refunding of 7/15/2020 principal or related interest payment)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Fiscal Year	Net Limited Assessed Valuation (b)	Projected Growth	Principal	Interest	Principal	Interest	Principal	Estimated Interest (c)	Total Aggregate Debt Service	Secondary Bond Tax Rate Revenues @ \$3.25 & 95% collections	Excess Levy	\$1,100,000 2019 Taxable GO principal outstanding (e)
2019/20	\$ 21,500,529		\$280,000	\$393,630		\$70,271			\$603,359	\$663,829	\$60,469	\$980,000
2020/21	23,615,820	10%	330,000	398,246	\$105,000	140,541		\$85,314	568,019	729,138	161,120	653,880
2021/22	25,977,402	10%	395,000	385,114	110,000	135,186	\$32,000	83,915	650,843	802,052	151,210	282,670
2022/23	28,575,142	10%	470,000	369,481	115,000	129,411	161,000	82,875	838,945	882,258	43,313	0
2023/24	30,575,402	7%	505,000	351,103	120,000	123,230	165,000	77,643	855,515	944,016	88,501	
2024/25	32,715,680	7%	205,000	330,980	130,000	116,630	174,000	72,280	535,630	1,010,097	474,467	
2025/26	34,351,464	5%	215,000	320,563	135,000	109,350	177,000	66,625	534,838	1,060,601	525,764	
2026/27	36,069,038	5%	225,000	308,375	145,000	101,250	185,000	60,873	532,998	1,113,632	580,634	
2027/28	37,151,109	3%	235,000	295,588	150,000	92,550	187,000	54,860	529,898	1,147,040	617,143	
2028/29	38,265,642	3%	250,000	282,238	160,000	83,550	194,000	48,783	531,470	1,181,452	649,982	
2029/30	39,413,611	3%	265,000	267,800	170,000	73,950	201,000	42,478	532,328	1,216,895	684,568	
2030/31	40,596,020	3%	280,000	252,513	180,000	63,750	207,000	35,945	531,708	1,253,402	721,695	
2031/32	41,813,900	3%	295,000	235,888	190,000	52,500	213,000	29,218	530,605	1,291,004	760,399	
2032/33	43,068,317	3%	310,000	218,225	205,000	40,625	223,000	22,295	527,895	1,329,734	801,839	
2033/34	44,360,367	3%	330,000	199,488	215,000	27,813	227,000	15,048	528,723	1,369,626	840,904	
2034/35	45,691,178	3%	350,000	179,563	230,000	14,375	236,000	7,670	528,858	1,410,715	881,858	
2035/36	47,061,913	3%	370,000	158,438					528,438	1,453,037	924,599	
2036/37	48,473,770	3%	390,000	136,688					526,688	1,496,628	969,940	
2037/38	49,927,983	3%	415,000	111,263					526,263	1,541,526	1,015,264	
2038/39	51,425,823	3%	450,000	84,225					534,225	1,587,772	1,053,547	
2039/40	52,968,598	3%	475,000	60,638					535,638	1,635,405	1,099,768	
2040/41	54,557,656	3%	410,000	35,750					445,750	1,684,468	1,238,718	
2041/42	56,194,385	3%	305,000	15,250					320,250	1,735,002	1,414,752	
			\$7,755,000		\$2,360,000	\$1,374,982	\$2,582,000	\$785,819				

- (a) Closing date subject to change.
- (b) Fiscal year 2019/20 is actual. Fiscal year 2020/21 is estimated by Pinal County. Subsequent years assume growth as stated in column 3.
- (c) Rate is estimated at 3.25% and is subject to change based on a variety of economic and market factors.
- (d) Includes 5.0% delinquency factor. 2019/20 tax rate is actual.
- (e) Assumes certain excess tax collections would be used during each year to payback the Town. These amounts are subject to change based on actual tax collections on other objectives.

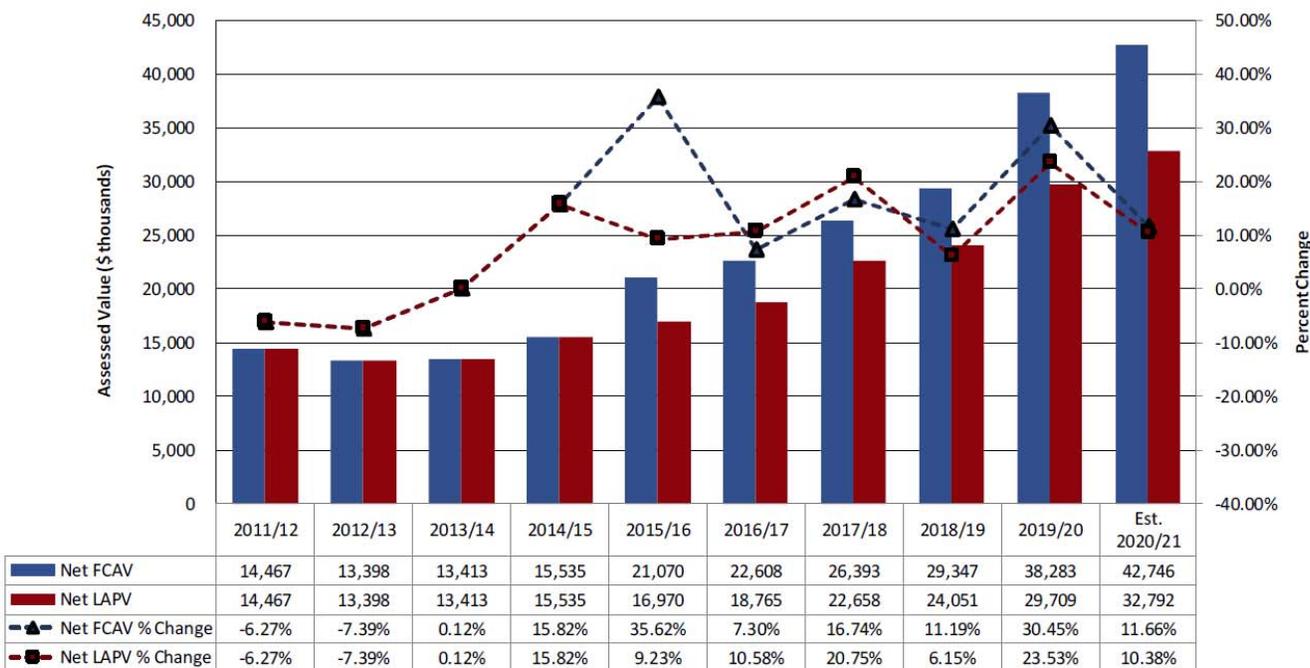
• Public Sale Scenario 3

SCENARIO 3 - PUBLIC SALE - UPFRONT SAVINGS (includes refunding of 7/15/2020 principal and related payment)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Fiscal Year	Net Limited Assessed Valuation (b)	Projected Growth	Principal	Interest	Principal	Interest	Principal	Estimated Interest (c)	Total Aggregate Debt Service	Secondary Bond Tax Rate Revenues @ \$3.25 & 95% collections	Excess Levy	\$1,100,000 2019 Taxable GO principal outstanding (e)
2019/20	\$ 21,500,529		\$280,000	\$393,630	\$100,000	\$72,696			\$500,934	\$663,829	\$162,894	\$817,106
2020/21	23,615,820	10%	330,000	398,246	105,000	140,541		\$84,104	566,809	729,138	162,330	489,776
2021/22	25,977,402	10%	395,000	385,114	110,000	135,186		82,725	617,653	802,052	184,400	85,376
2022/23	28,575,142	10%	470,000	369,481	115,000	129,411	\$125,000	82,725	802,795	882,258	79,463	0
2023/24	30,575,402	7%	505,000	351,103	120,000	123,230	160,000	79,600	852,473	944,016	91,543	
2024/25	32,715,680	7%	205,000	330,980	130,000	116,630	170,000	75,200	534,550	1,010,097	475,547	
2025/26	34,351,464	5%	215,000	320,563	135,000	109,350	170,000	70,100	531,313	1,060,601	529,289	
2026/27	36,069,038	5%	225,000	308,375	145,000	101,250	180,000	65,000	532,125	1,113,632	581,507	
2027/28	37,151,109	3%	235,000	295,588	150,000	92,550	180,000	59,600	527,638	1,147,040	619,403	
2028/29	38,265,642	3%	250,000	282,238	160,000	83,550	185,000	54,200	527,888	1,181,452	653,564	
2029/30	39,413,611	3%	265,000	267,800	170,000	73,950	195,000	48,650	532,500	1,216,895	684,395	
2030/31	40,596,020	3%	280,000	252,513	180,000	63,750	200,000	42,800	531,563	1,253,402	721,840	
2031/32	41,813,900	3%	295,000	235,888	190,000	52,500	205,000	34,800	528,188	1,291,004	762,817	
2032/33	43,068,317	3%	310,000	218,225	205,000	40,625	215,000	26,600	524,200	1,329,734	805,534	
2033/34	44,360,367	3%	330,000	199,488	215,000	27,813	220,000	18,000	524,675	1,369,626	844,951	
2034/35	45,691,178	3%	350,000	179,563	230,000	14,375	230,000	9,200	524,388	1,410,715	886,328	
2035/36	47,061,913	3%	370,000	158,438					528,438	1,453,037	924,599	
2036/37	48,473,770	3%	390,000	136,688					526,688	1,496,628	969,940	
2037/38	49,927,983	3%	415,000	111,263					526,263	1,541,526	1,015,264	
2038/39	51,425,823	3%	450,000	84,225					534,225	1,587,772	1,053,547	
2039/40	52,968,598	3%	475,000	60,638					535,638	1,635,405	1,099,768	
2040/41	54,557,656	3%	410,000	35,750					445,750	1,684,468	1,238,718	
2041/42	56,194,385	3%	305,000	15,250					320,250	1,735,002	1,414,752	
			\$7,755,000		\$2,460,000	\$1,377,407	\$2,435,000	\$833,304				

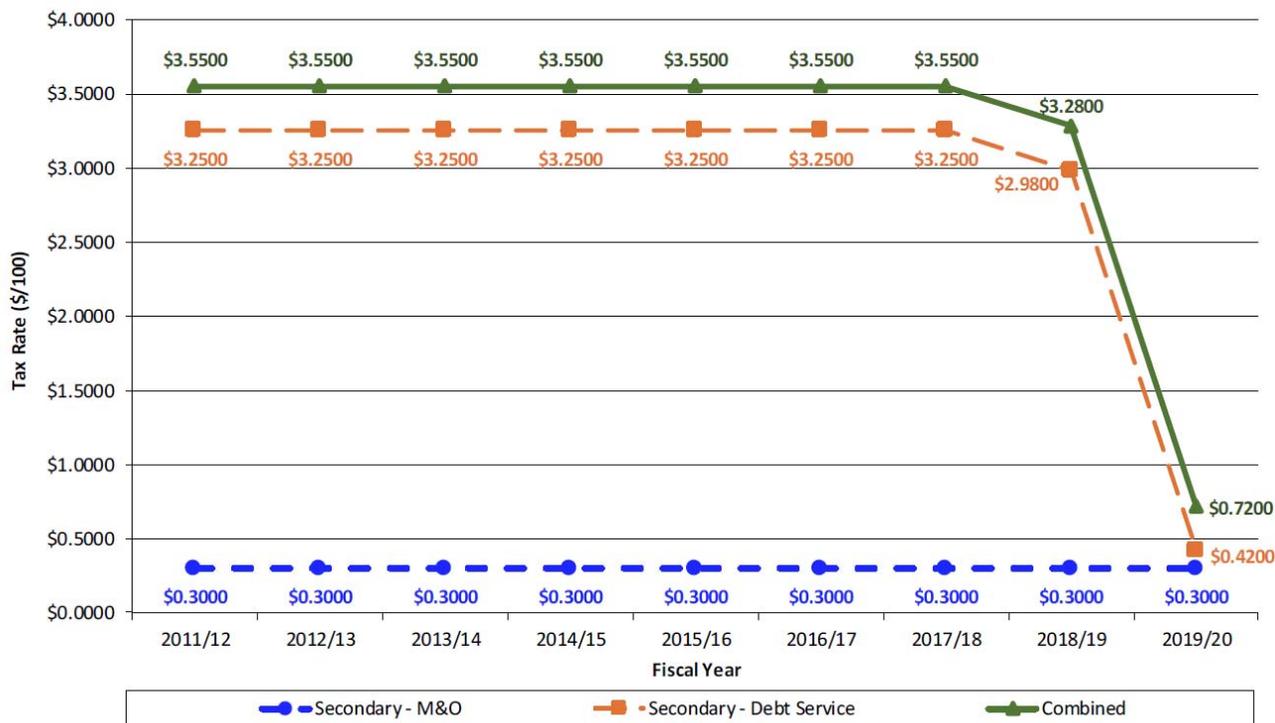
- (a) Closing dates subject to change.
- (b) Fiscal year 2019/20 is actual. Fiscal year 2020/21 is estimated by Pinal County. Subsequent years assume growth as stated in column 3.
- (c) Rate is estimated at 3.25% and is subject to change based on a variety of economic and market factors.
- (d) Includes 5.0% delinquency factor. 2019/20 tax rate is actual.
- (e) Assumes certain excess tax collections would be used during each year to payback the Town. These amounts are subject to change based on actual tax collections on other objectives.

- Appendix A: MRCFD No. 1 – Assessed Value & Tax Rates
  - 10-Year Historical Assessed Values – MRCFD No. 1



Net FCAV = Net Full Cash Assessed Value (To Calculate Capacity)  
 Net LAPV = Net Limited Assessed Property Value (To Calculate Taxes)

- Historical Tax Rates – MRCFD No. 1



- Appendix B: Term Sheet Responses



Merrill Ranch Community Facilities District No. 2  
(Town of Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
May 20, 2020

**PRELIMINARY LENDING PARAMETERS**

Western Alliance Bank and its affiliate Western Alliance Business Trust (the "Purchaser") are pleased to submit the following preliminary lending parameters with respect to Merrill Ranch Community Facilities District No. 2 (Town of Florence, Arizona) General Obligation Refunding Bonds, Series 2020 (the "Series 2020 Bonds"). These preliminary lending parameters are provided solely as a basis for discussion outlining general contemplated structures for the Series 2020 Bonds and should not be construed as a commitment by the Purchaser. These confidential preliminary lending parameters are a non-binding outline only and do not purport to summarize all of the conditions, terms, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the Series 2020 Bonds contemplated hereby. These confidential preliminary lending parameters are delivered to the Borrower with the understanding that neither this outline nor any of its terms and substance shall be disclosed, directly or indirectly, to any other person except: (i) to the Borrower's employees, agents and advisors who are directly involved in the consideration of this matter; and (ii) as disclosure may be compelled in a judicial or administrative proceeding.

Issuer: Merrill Ranch Community Facilities District No. 2 (the "Borrower")

Town: Town of Florence, Arizona (the "Town")

Purchaser: Western Alliance Business Trust, a wholly owned affiliate of Western Alliance Bank (the "Purchaser").

Monika E. Suarez Managing Director Municipal Finance Manager Western Alliance Public & Nonprofit Finance 601 W. 5th Street, Suite 100 Los Angeles, CA 90071 Ph. (213) 362-5277 <a href="mailto:msuarez@westernalliancebank.com">msuarez@westernalliancebank.com</a>	Joshua J. Lentz Senior Vice President Commercial Banking Western Alliance Public & Nonprofit Finance One E. Washington Street, Ste. 1400 Phoenix, AZ 85004 Ph. (602) 346-7467 <a href="mailto:jlentz@westernalliancebank.com">jlentz@westernalliancebank.com</a>
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Tax-Status: Interest on the Series 2020 Bonds shall be excluded from gross income for federal income tax purposes and exempt from income taxation under the laws of the State of Arizona.

Principal Amount: Not to exceed \$2,500,000

Purpose: Proceeds from the Series 2020 Bonds are to be used to:

- 1) refund the District's General Obligation Bonds, Series 2010 (the "Series 2010 Bonds"); and
- 2) pay costs of issuance associated with the issuance of the Series 2020 Bonds.

Final Maturity: July 15, 2035

Interest Payments: Semi-annual interest payments on January 15 and July 15 commencing on January 15, 2021 through July 15, 2035. Interest on the Series 2020 Bonds is to be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Principal Payments: Annual principal payments on July 15 commencing on July 15, 2023 through July 15, 2035.

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Interest Rate Pricing:	<p>The Series 2020 Bonds will be purchased at par at a fixed rate of interest through the Final Maturity based on the following formula:</p> <p>78% of the sum of the 10-Year ICE Interest Rate Swap Rate (0.667% as of May 20, 2020 at 17:49:25 EDT) plus 3.50% (tax-exempt fixed rate).</p> <p>Based on current market conditions, the interest rate on the Series 2020 Bonds would be <b>3.25%</b> as of May 20, 2020. The interest rate may be locked following all necessary approvals.</p>
Security:	<p>Principal of and interest on the Series 2020 Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all of the taxable property in the District sufficient together with any amounts from sources described in the “Enabling Act” and available pursuant to the governing legal document to pay debt service on the Series 2020 Bonds.</p>
Redemption Provisions:	<p>The Series 2020 Bonds or any portion thereof or any integral multiple thereof may be called prior to maturity and redeemed at the option of the District, from any sources of funds, in whole or in part, on any Interest Payment Date on or after July 15, 2028, at a price equal to the principal amount of the Series 2020 Bonds to be redeemed, together with accrued interest to the date of redemption, without any penalty.</p> <p>Partial redemption shall be applied in inverse chronological order among final maturity and mandatory sinking fund installments.</p>
Purchaser’s Counsel:	<p>Stradling Yocca Carlson &amp; Rauth, a Professional Corporation / Las Vegas, Nevada</p>
Fees:	<p>The Borrower shall be obligated to pay all costs of issuance, including legal fees of the Purchaser’s Counsel, which is estimated to be \$10,000.00 for the Series 2020 Bonds.</p>
Documentation:	<p>Bond Counsel will be responsible for preparing all legal documentation, which will contain customary affirmative and negative covenants as well as usual representations and warranties for like situated borrowers acceptable to the Purchaser and the Purchaser’s Counsel.</p> <p>Opinions of Bond Counsel, among other things, as to:</p> <ol style="list-style-type: none"><li>1) treatment of interest payments under the Series 2020 Bonds as tax-exempt obligations under the IRS Code and treatment of interest payments under the Series 2020 Bonds as exempt from State of Arizona income taxes;</li><li>2) the validity and enforceability of the Series 2020 Bonds and the <i>ad valorem</i> taxes being duly and validly authorized and levied pursuant to law;</li><li>3) the Series 2020 Bonds being exempt from registration pursuant to the Securities Act of 1933, as amended;</li><li>4) opinion as to the indenture of trust being exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and</li><li>5) such other opinions as the Purchaser may require.</li></ol> <p>The additional provisions and conditions set forth herein shall be included in the documentation, which shall include execution and delivery of legal documentation acceptable to the Purchaser and its counsel; the Series 2020 Bonds will be registered to the Purchaser, DTC will not be holding the Series 2020 Bonds and the Series 2020 Bonds will not have a CUSIP; the Series 2020 Bonds will not be rated; there will not be a disclosure document or a purchase contract; and no amendments to the issuing documents without the Purchaser’s prior consent. The Purchaser shall not be required</p>

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	to surrender the Series 2020 Bonds or assignment thereof for payment of principal except at final maturity.
Reporting Requirements:	<p>Within nine (9) months after each fiscal year, the Borrower shall provide:</p> <ol style="list-style-type: none"><li>1) a copy of the Borrower’s audited financial statements;</li><li>2) a table presenting the property taxes levied and collected for the prior fiscal year for the prior year;</li><li>3) a table presenting the net limited assessed property values of major taxpayers in the District for the prior fiscal year;</li><li>4) a table presenting the net limited assessed property value for District for the prior fiscal year and preliminary estimate of such amount for the current fiscal year; and</li><li>5) a table presenting the estimated net full cash value for the District for the prior fiscal year and a preliminary estimate of such amount for the current fiscal year.</li></ol> <p>The Borrower shall furnish notice to the Purchaser of any occurrence of an event described in subsection (b)(5)(i)(C) of the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, §240.15c2-12) in a timely manner but not in excess of ten business days after the occurrence of such event.</p>
Assignment/Participation:	<p>The Purchaser’s intent is to book the Series 2020 Bonds as a loan and hold the Series 2020 Bonds to maturity or to the redemption date; however, the Purchaser retains the right to assign or participate out its interest in the Series 2020 Bonds. The Purchaser acknowledges and agrees that the Series 2020 Bonds may only be transferred to a “Qualified Institutional Buyer” or an “Accredited Investor” within the meaning of the Securities Act of 1933, as amended.</p>

**NO FIDUCIARY RELATIONSHIP DISCLAIMER**

*Inasmuch as the Series 2020 Bonds represents a negotiated transaction, the Borrower understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Borrower, but rather is acting solely in its capacity as a Purchaser, for its own account. The Borrower acknowledges and agrees that:*

- 1) *the transaction contemplated herein is an arm’s length commercial transaction between the Borrower and the Purchaser and its affiliates;*
- 2) *in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a “Municipal Advisor” as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the “Municipal Advisor Rules”);*
- 3) *the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules;*
- 4) *the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto;*
- 5) *the Purchaser and its affiliates have financial and other interests that differ from those of the Borrower; and*
- 6) *the Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.*



May 21, 2020

RE: Merrill Ranch CFD No. 2  
2020 GO Refunding Bonds

Based upon your request and preliminary review of the information provided to-date, First Foundation Bank (“FFB”) would like express its interest in underwriting and obtaining credit approval for the following Credit Facility to the Merrill Ranch Community Facilities District No. 2, AZ (“Borrower”) based on the terms outlined below. This Letter is provided by First Foundation Bank for discussion purposes only. *It is not intended to be binding, does not create any obligation on the part of First Foundation Bank to Sponsor or any third party, and is not a commitment to lend or agreement of any kind. No obligation whatsoever on the part of First Foundation Bank shall arise until execution and delivery of a formal commitment or loan documentation by a duly authorized officer of First Foundation Bank, which obligation shall be subject to all of the conditions contained therein.*

The proposed loan conditions are:

- STRUCTURE:** Term
- PURPOSE:** Refunding of the District’s existing Series 2010 Bonds
- APPROX. LOAN AMT:** \$2,500,000
- INTEREST RATE:** Tax-exempt BQ: 4.01% (5.00% taxable equivalent)
- RATE LOCK:** The Rate will be locked for a period of 60-days prior to dosing. If the Credit Facility fails to close within this period, FFB reserves the right to adjust the rate.
- TERM:** 15-years
- REPAYMENT:** Semi-annual interest, annual payments
- AVERAGE LIFE:** 9.92-years
- PRE-PAYMENT:** Repayable at 103% of par in years 1-2, decreasing to 102% in years 3-4, and 101% in years 5-6. Redeemable at par beginning in year 7 and thereafter.
- COLLATERAL:** Obligation to levy property taxes
- ADDITIONAL TERMS:** Documents to be prepared by the Borrower’s Bond Counsel for review by FFB’s counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP should not exceed \$7,500. All other filing fees and related fees shall be paid by the Borrower in connection with the issuance.

Periodic financial and collateral reporting by the Borrower, as well as representations and warranties of the Borrower regarding its status and ability to repay, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed above will be determined as part of FFB’s underwriting and credit approval process.

PDF’s of all executed and other documents listed on the Closing Index shall be provided to FFB no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire, those documents shall be provided immediately after receipt of the wire.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

Trevor Mael | VP, Public Finance | Tel: 916.724.2423 | Email: tmael@ff-inc.com



- Appendix C: Preliminary Refunding Analysis

## SAVINGS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS  
[Includes refunding of 7/15/2020 principal payment,  
Rate assumes 3.25% provided by Western Alliance]**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 07/09/2020 @ 3.2499416%
07/15/2020	172,695.63		172,695.63	172,602.87
07/15/2021	245,541.26	88,716.88	156,824.38	152,163.76
07/15/2022	245,186.26	222,262.50	22,923.76	21,845.68
07/15/2023	244,411.26	243,875.00	536.26	829.62
07/15/2024	243,230.00	242,642.50	587.50	841.55
07/15/2025	246,630.00	246,280.00	350.00	604.26
07/15/2026	244,350.00	243,625.00	725.00	883.10
07/15/2027	246,250.00	245,872.50	377.50	562.72
07/15/2028	242,550.00	241,860.00	690.00	769.34
07/15/2029	243,550.00	242,782.50	767.50	785.13
07/15/2030	243,950.00	243,477.50	472.50	527.25
07/15/2031	243,750.00	242,945.00	805.00	722.73
07/15/2032	242,500.00	242,217.50	282.50	320.18
07/15/2033	245,625.00	245,295.00	330.00	314.79
07/15/2034	242,812.50	242,047.50	765.00	552.88
07/15/2035	244,375.00	243,670.00	705.00	468.02
	3,837,406.91	3,477,569.38	359,837.53	354,793.89

### Savings Summary

PV of savings from cash flow	354,793.89
Plus: Refunding funds on hand	454.37
	355,248.26
Net PV Savings	355,248.26

## SOURCES AND USES OF FUNDS

Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS  
[Includes refunding of 7/15/2020 principal payment,  
Rate assumes 3.25% provided by Western Alliance]

Dated Date                    07/09/2020  
Delivery Date                07/09/2020

Sources:

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Bond Proceeds:	
Par Amount	2,685,000.00

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	2,685,000.00
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Uses:

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Refunding Escrow Deposits:	
Cash Deposit	2,532,695.63

Delivery Date Expenses:	
Cost of Issuance	151,850.00

Other Uses of Funds:	
Additional Proceeds	454.37

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	2,685,000.00
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## BOND PRICING

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	07/15/2022	135,000	3.250%	3.250%	100.000
	07/15/2023	161,000	3.250%	3.250%	100.000
	07/15/2024	165,000	3.250%	3.250%	100.000
	07/15/2025	174,000	3.250%	3.250%	100.000
	07/15/2026	177,000	3.250%	3.250%	100.000
	07/15/2027	185,000	3.250%	3.250%	100.000
	07/15/2028	187,000	3.250%	3.250%	100.000
	07/15/2029	194,000	3.250%	3.250%	100.000
	07/15/2030	201,000	3.250%	3.250%	100.000
	07/15/2031	207,000	3.250%	3.250%	100.000
	07/15/2032	213,000	3.250%	3.250%	100.000
	07/15/2033	223,000	3.250%	3.250%	100.000
	07/15/2034	227,000	3.250%	3.250%	100.000
	07/15/2035	236,000	3.250%	3.250%	100.000
		2,685,000			

Dated Date	07/09/2020	
Delivery Date	07/09/2020	
First Coupon	01/15/2021	
Par Amount	2,685,000.00	
Original Issue Discount		
Production	2,685,000.00	100.000000%
Underwriter's Discount		
Purchase Price	2,685,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,685,000.00	

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020				
07/15/2021			88,716.88	88,716.88
07/15/2022	135,000	3.250%	87,262.50	222,262.50
07/15/2023	161,000	3.250%	82,875.00	243,875.00
07/15/2024	165,000	3.250%	77,642.50	242,642.50
07/15/2025	174,000	3.250%	72,280.00	246,280.00
07/15/2026	177,000	3.250%	66,625.00	243,625.00
07/15/2027	185,000	3.250%	60,872.50	245,872.50
07/15/2028	187,000	3.250%	54,860.00	241,860.00
07/15/2029	194,000	3.250%	48,782.50	242,782.50
07/15/2030	201,000	3.250%	42,477.50	243,477.50
07/15/2031	207,000	3.250%	35,945.00	242,945.00
07/15/2032	213,000	3.250%	29,217.50	242,217.50
07/15/2033	223,000	3.250%	22,295.00	245,295.00
07/15/2034	227,000	3.250%	15,047.50	242,047.50
07/15/2035	236,000	3.250%	7,670.00	243,670.00
	2,685,000		792,569.38	3,477,569.38

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/09/2020					
01/15/2021			45,085.63	45,085.63	
07/15/2021			43,631.25	43,631.25	88,716.88
01/15/2022			43,631.25	43,631.25	
07/15/2022	135,000	3.250%	43,631.25	178,631.25	222,262.50
01/15/2023			41,437.50	41,437.50	
07/15/2023	161,000	3.250%	41,437.50	202,437.50	243,875.00
01/15/2024			38,821.25	38,821.25	
07/15/2024	165,000	3.250%	38,821.25	203,821.25	242,642.50
01/15/2025			36,140.00	36,140.00	
07/15/2025	174,000	3.250%	36,140.00	210,140.00	246,280.00
01/15/2026			33,312.50	33,312.50	
07/15/2026	177,000	3.250%	33,312.50	210,312.50	243,625.00
01/15/2027			30,436.25	30,436.25	
07/15/2027	185,000	3.250%	30,436.25	215,436.25	245,872.50
01/15/2028			27,430.00	27,430.00	
07/15/2028	187,000	3.250%	27,430.00	214,430.00	241,860.00
01/15/2029			24,391.25	24,391.25	
07/15/2029	194,000	3.250%	24,391.25	218,391.25	242,782.50
01/15/2030			21,238.75	21,238.75	
07/15/2030	201,000	3.250%	21,238.75	222,238.75	243,477.50
01/15/2031			17,972.50	17,972.50	
07/15/2031	207,000	3.250%	17,972.50	224,972.50	242,945.00
01/15/2032			14,608.75	14,608.75	
07/15/2032	213,000	3.250%	14,608.75	227,608.75	242,217.50
01/15/2033			11,147.50	11,147.50	
07/15/2033	223,000	3.250%	11,147.50	234,147.50	245,295.00
01/15/2034			7,523.75	7,523.75	
07/15/2034	227,000	3.250%	7,523.75	234,523.75	242,047.50
01/15/2035			3,835.00	3,835.00	
07/15/2035	236,000	3.250%	3,835.00	239,835.00	243,670.00
	2,685,000		792,569.38	3,477,569.38	3,477,569.38

## SUMMARY OF REFUNDING RESULTS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date	07/09/2020
Delivery Date	07/09/2020
Arbitrage yield	3.249942%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,685,000.00
True Interest Cost	3.249942%
Net Interest Cost	3.250000%
All-In TIC	4.021921%
Average Coupon	3.250000%
Average Life	9.083
Par amount of refunded bonds	2,460,000.00
Average coupon of refunded bonds	6.110675%
Average life of refunded bonds	8.696
PV of prior debt to 07/09/2020 @ 3.249942%	3,039,793.89
Net PV Savings	355,248.26
Percentage savings of refunded bonds	14.440986%

## BOND SUMMARY STATISTICS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date	07/09/2020
Delivery Date	07/09/2020
First Coupon	01/15/2021
Last Maturity	07/15/2035
Arbitrage Yield	3.249942%
True Interest Cost (TIC)	3.249942%
Net Interest Cost (NIC)	3.250000%
All-In TIC	4.021921%
Average Coupon	3.250000%
Average Life (years)	9.083
Duration of Issue (years)	7.744
Par Amount	2,685,000.00
Bond Proceeds	2,685,000.00
Total Interest	792,569.38
Net Interest	792,569.38
Total Debt Service	3,477,569.38
Maximum Annual Debt Service	246,280.00
Average Annual Debt Service	231,580.65
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	_____
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bond Component	2,685,000.00	100.000	3.250%	9.083	7.744	2,043.35
	2,685,000.00			9.083		2,043.35

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,685,000.00	2,685,000.00	2,685,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-151,850.00	
- Other Amounts			
Target Value	2,685,000.00	2,533,150.00	2,685,000.00
Target Date	07/09/2020	07/09/2020	07/09/2020
Yield	3.249942%	4.021921%	3.249942%

## SUMMARY OF BONDS REFUNDED

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2010, GO2010, SER:					
	07/15/2020	4.850%	100,000.00		
	07/15/2021	5.100%	105,000.00	07/15/2020	100.000
	07/15/2022	5.250%	110,000.00	07/15/2020	100.000
	07/15/2023	5.375%	115,000.00	07/15/2020	100.000
	07/15/2024	5.500%	120,000.00	07/15/2020	100.000
	07/15/2025	5.600%	130,000.00	07/15/2020	100.000
			680,000.00		
General Obligation Bonds, Series 2010, GO2010, TER1:					
	07/15/2030	6.000%	760,000.00	07/15/2020	100.000
General Obligation Bonds, Series 2010, GO2010, TER2:					
	07/15/2035	6.250%	1,020,000.00	07/15/2020	100.000
			2,460,000.00		

## PRIOR BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020	100,000	4.850%	72,695.63	172,695.63
07/15/2021	105,000	5.100%	140,541.26	245,541.26
07/15/2022	110,000	5.250%	135,186.26	245,186.26
07/15/2023	115,000	5.375%	129,411.26	244,411.26
07/15/2024	120,000	5.500%	123,230.00	243,230.00
07/15/2025	130,000	5.600%	116,630.00	246,630.00
07/15/2026	135,000	6.000%	109,350.00	244,350.00
07/15/2027	145,000	6.000%	101,250.00	246,250.00
07/15/2028	150,000	6.000%	92,550.00	242,550.00
07/15/2029	160,000	6.000%	83,550.00	243,550.00
07/15/2030	170,000	6.000%	73,950.00	243,950.00
07/15/2031	180,000	6.250%	63,750.00	243,750.00
07/15/2032	190,000	6.250%	52,500.00	242,500.00
07/15/2033	205,000	6.250%	40,625.00	245,625.00
07/15/2034	215,000	6.250%	27,812.50	242,812.50
07/15/2035	230,000	6.250%	14,375.00	244,375.00
	2,460,000		1,377,406.91	3,837,406.91

## ESCROW REQUIREMENTS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Period Ending	Principal	Interest	Principal Redeemed	Total
07/15/2020	100,000.00	72,695.63	2,360,000.00	2,532,695.63
	100,000.00	72,695.63	2,360,000.00	2,532,695.63

## FINANCIAL ADVISOR DISCLOSURE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 1 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

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## SAVINGS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 07/09/2020 @ 3.2499433%
07/15/2020	70,270.63		70,270.63	70,232.88
07/15/2021	245,541.26	85,313.58	160,227.68	155,484.52
07/15/2022	245,186.26	115,915.00	129,271.26	121,524.58
07/15/2023	244,411.26	243,875.00	536.26	829.62
07/15/2024	243,230.00	242,642.50	587.50	841.55
07/15/2025	246,630.00	246,280.00	350.00	604.26
07/15/2026	244,350.00	243,625.00	725.00	883.10
07/15/2027	246,250.00	245,872.50	377.50	562.72
07/15/2028	242,550.00	241,860.00	690.00	769.34
07/15/2029	243,550.00	242,782.50	767.50	785.13
07/15/2030	243,950.00	243,477.50	472.50	527.25
07/15/2031	243,750.00	242,945.00	805.00	722.73
07/15/2032	242,500.00	242,217.50	282.50	320.18
07/15/2033	245,625.00	245,295.00	330.00	314.79
07/15/2034	242,812.50	242,047.50	765.00	552.88
07/15/2035	244,375.00	243,670.00	705.00	468.02
	3,734,981.91	3,367,818.58	367,163.33	355,423.57

### Savings Summary

PV of savings from cash flow	355,423.57
Plus: Refunding funds on hand	909.37
	356,332.94
Net PV Savings	356,332.94

## SOURCES AND USES OF FUNDS

Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS  
[Does not include refunding of 7/15/2020 principal payment,  
Rate assumes 3.25% provided by Western Alliance]

Dated Date	07/09/2020
Delivery Date	07/09/2020

Sources:

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Bond Proceeds:	
Par Amount	2,582,000.00

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	2,582,000.00
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Uses:

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Refunding Escrow Deposits:	
Cash Deposit	2,430,270.63

Delivery Date Expenses:	
Cost of Issuance	150,820.00

Other Uses of Funds:	
Additional Proceeds	909.37

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	2,582,000.00
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## BOND PRICING

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	07/15/2022	32,000	3.250%	3.250%	100.000
	07/15/2023	161,000	3.250%	3.250%	100.000
	07/15/2024	165,000	3.250%	3.250%	100.000
	07/15/2025	174,000	3.250%	3.250%	100.000
	07/15/2026	177,000	3.250%	3.250%	100.000
	07/15/2027	185,000	3.250%	3.250%	100.000
	07/15/2028	187,000	3.250%	3.250%	100.000
	07/15/2029	194,000	3.250%	3.250%	100.000
	07/15/2030	201,000	3.250%	3.250%	100.000
	07/15/2031	207,000	3.250%	3.250%	100.000
	07/15/2032	213,000	3.250%	3.250%	100.000
	07/15/2033	223,000	3.250%	3.250%	100.000
	07/15/2034	227,000	3.250%	3.250%	100.000
	07/15/2035	236,000	3.250%	3.250%	100.000
		2,582,000			

Dated Date	07/09/2020	
Delivery Date	07/09/2020	
First Coupon	01/15/2021	
Par Amount	2,582,000.00	
Original Issue Discount		
Production	2,582,000.00	100.000000%
Underwriter's Discount		
Purchase Price	2,582,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,582,000.00	

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020				
07/15/2021			85,313.58	85,313.58
07/15/2022	32,000	3.250%	83,915.00	115,915.00
07/15/2023	161,000	3.250%	82,875.00	243,875.00
07/15/2024	165,000	3.250%	77,642.50	242,642.50
07/15/2025	174,000	3.250%	72,280.00	246,280.00
07/15/2026	177,000	3.250%	66,625.00	243,625.00
07/15/2027	185,000	3.250%	60,872.50	245,872.50
07/15/2028	187,000	3.250%	54,860.00	241,860.00
07/15/2029	194,000	3.250%	48,782.50	242,782.50
07/15/2030	201,000	3.250%	42,477.50	243,477.50
07/15/2031	207,000	3.250%	35,945.00	242,945.00
07/15/2032	213,000	3.250%	29,217.50	242,217.50
07/15/2033	223,000	3.250%	22,295.00	245,295.00
07/15/2034	227,000	3.250%	15,047.50	242,047.50
07/15/2035	236,000	3.250%	7,670.00	243,670.00
	2,582,000		785,818.58	3,367,818.58

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/09/2020					
01/15/2021			43,356.08	43,356.08	
07/15/2021			41,957.50	41,957.50	85,313.58
01/15/2022			41,957.50	41,957.50	
07/15/2022	32,000	3.250%	41,957.50	73,957.50	115,915.00
01/15/2023			41,437.50	41,437.50	
07/15/2023	161,000	3.250%	41,437.50	202,437.50	243,875.00
01/15/2024			38,821.25	38,821.25	
07/15/2024	165,000	3.250%	38,821.25	203,821.25	242,642.50
01/15/2025			36,140.00	36,140.00	
07/15/2025	174,000	3.250%	36,140.00	210,140.00	246,280.00
01/15/2026			33,312.50	33,312.50	
07/15/2026	177,000	3.250%	33,312.50	210,312.50	243,625.00
01/15/2027			30,436.25	30,436.25	
07/15/2027	185,000	3.250%	30,436.25	215,436.25	245,872.50
01/15/2028			27,430.00	27,430.00	
07/15/2028	187,000	3.250%	27,430.00	214,430.00	241,860.00
01/15/2029			24,391.25	24,391.25	
07/15/2029	194,000	3.250%	24,391.25	218,391.25	242,782.50
01/15/2030			21,238.75	21,238.75	
07/15/2030	201,000	3.250%	21,238.75	222,238.75	243,477.50
01/15/2031			17,972.50	17,972.50	
07/15/2031	207,000	3.250%	17,972.50	224,972.50	242,945.00
01/15/2032			14,608.75	14,608.75	
07/15/2032	213,000	3.250%	14,608.75	227,608.75	242,217.50
01/15/2033			11,147.50	11,147.50	
07/15/2033	223,000	3.250%	11,147.50	234,147.50	245,295.00
01/15/2034			7,523.75	7,523.75	
07/15/2034	227,000	3.250%	7,523.75	234,523.75	242,047.50
01/15/2035			3,835.00	3,835.00	
07/15/2035	236,000	3.250%	3,835.00	239,835.00	243,670.00
	2,582,000		785,818.58	3,367,818.58	3,367,818.58

## SUMMARY OF REFUNDING RESULTS

Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS  
[Does not include refunding of 7/15/2020 principal payment,  
Rate assumes 3.25% provided by Western Alliance]

Dated Date	07/09/2020
Delivery Date	07/09/2020
Arbitrage yield	3.249943%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,582,000.00
True Interest Cost	3.249943%
Net Interest Cost	3.250000%
All-In TIC	4.024572%
Average Coupon	3.250000%
Average Life	9.364
Par amount of refunded bonds	2,360,000.00
Average coupon of refunded bonds	6.110773%
Average life of refunded bonds	9.063
PV of prior debt to 07/09/2020 @ 3.249943%	2,937,423.57
Net PV Savings	356,332.94
Percentage savings of refunded bonds	15.098853%

## BOND SUMMARY STATISTICS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date	07/09/2020
Delivery Date	07/09/2020
First Coupon	01/15/2021
Last Maturity	07/15/2035
Arbitrage Yield	3.249943%
True Interest Cost (TIC)	3.249943%
Net Interest Cost (NIC)	3.250000%
All-In TIC	4.024572%
Average Coupon	3.250000%
Average Life (years)	9.364
Duration of Issue (years)	7.974
Par Amount	2,582,000.00
Bond Proceeds	2,582,000.00
Total Interest	785,818.58
Net Interest	785,818.58
Total Debt Service	3,367,818.58
Maximum Annual Debt Service	246,280.00
Average Annual Debt Service	224,272.05
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
-----	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bond Component	2,582,000.00	100.000	3.250%	9.364	7.974	2,023.78
	2,582,000.00			9.364		2,023.78

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,582,000.00	2,582,000.00	2,582,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-150,820.00	
- Other Amounts			
Target Value	2,582,000.00	2,431,180.00	2,582,000.00
Target Date	07/09/2020	07/09/2020	07/09/2020
Yield	3.249943%	4.024572%	3.249943%

## SUMMARY OF BONDS REFUNDED

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2010, GO2010, SER:					
	07/15/2021	5.100%	105,000.00	07/15/2020	100.000
	07/15/2022	5.250%	110,000.00	07/15/2020	100.000
	07/15/2023	5.375%	115,000.00	07/15/2020	100.000
	07/15/2024	5.500%	120,000.00	07/15/2020	100.000
	07/15/2025	5.600%	130,000.00	07/15/2020	100.000
			580,000.00		
General Obligation Bonds, Series 2010, GO2010, TER1:					
	07/15/2030	6.000%	760,000.00	07/15/2020	100.000
General Obligation Bonds, Series 2010, GO2010, TER2:					
	07/15/2035	6.250%	1,020,000.00	07/15/2020	100.000
			2,360,000.00		

## PRIOR BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020			70,270.63	70,270.63
07/15/2021	105,000	5.100%	140,541.26	245,541.26
07/15/2022	110,000	5.250%	135,186.26	245,186.26
07/15/2023	115,000	5.375%	129,411.26	244,411.26
07/15/2024	120,000	5.500%	123,230.00	243,230.00
07/15/2025	130,000	5.600%	116,630.00	246,630.00
07/15/2026	135,000	6.000%	109,350.00	244,350.00
07/15/2027	145,000	6.000%	101,250.00	246,250.00
07/15/2028	150,000	6.000%	92,550.00	242,550.00
07/15/2029	160,000	6.000%	83,550.00	243,550.00
07/15/2030	170,000	6.000%	73,950.00	243,950.00
07/15/2031	180,000	6.250%	63,750.00	243,750.00
07/15/2032	190,000	6.250%	52,500.00	242,500.00
07/15/2033	205,000	6.250%	40,625.00	245,625.00
07/15/2034	215,000	6.250%	27,812.50	242,812.50
07/15/2035	230,000	6.250%	14,375.00	244,375.00
	2,360,000		1,374,981.91	3,734,981.91

## ESCROW REQUIREMENTS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Period Ending	Interest	Principal Redeemed	Total
07/15/2020	70,270.63	2,360,000.00	2,430,270.63
	70,270.63	2,360,000.00	2,430,270.63

## FINANCIAL ADVISOR DISCLOSURE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 2 - PRIVATE SALE WITH UPFRONT SAVINGS**  
**[Does not include refunding of 7/15/2020 principal payment,**  
**Rate assumes 3.25% provided by Western Alliance]**

Stifel, Nicolaus & Company, Incorporated ('Stifel') is providing the information for discussion purposes and is declaring that it has done so within the regulatory framework of MSRB Rule G-23 as a financial advisor, as defined therein, and not an underwriter to the issuer for this proposed issuance of municipal securities. A 'financial advisory relationship' shall be deemed to exist when a firm enters into an agreement to render financial advisory or consultant services to or on behalf of an issuer with respect to the issuance of municipal securities, including advice with respect to the structure, timing, terms and other similar matters. Accordingly, any services provided by Stifel as they relate to our role as financial advisor should not be construed as those of an underwriter or placement agent.

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## SAVINGS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 07/09/2020 @ 2.0087994%
07/15/2020	172,695.63		172,695.63	172,638.11
07/15/2021	245,541.26	84,103.75	161,437.51	158,461.00
07/15/2022	245,186.26	82,725.00	162,461.26	156,295.94
07/15/2023	244,411.26	207,725.00	36,686.26	34,760.32
07/15/2024	243,230.00	239,600.00	3,630.00	3,552.17
07/15/2025	246,630.00	245,200.00	1,430.00	1,481.78
07/15/2026	244,350.00	240,100.00	4,250.00	3,943.21
07/15/2027	246,250.00	245,000.00	1,250.00	1,244.65
07/15/2028	242,550.00	239,600.00	2,950.00	2,654.21
07/15/2029	243,550.00	239,200.00	4,350.00	3,755.70
07/15/2030	243,950.00	243,650.00	300.00	349.57
07/15/2031	243,750.00	242,800.00	950.00	846.66
07/15/2032	242,500.00	239,800.00	2,700.00	2,193.41
07/15/2033	245,625.00	241,600.00	4,025.00	3,157.24
07/15/2034	242,812.50	238,000.00	4,812.50	3,673.86
07/15/2035	244,375.00	239,200.00	5,175.00	3,852.41
	3,837,406.91	3,268,303.75	569,103.16	552,860.23

### Savings Summary

PV of savings from cash flow	552,860.23
Plus: Refunding funds on hand	874.99
	553,735.22
Net PV Savings	553,735.22

## SOURCES AND USES OF FUNDS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date	07/09/2020
Delivery Date	07/09/2020

Sources:

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Bond Proceeds:

Par Amount	2,435,000.00
Premium	298,082.90

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2,733,082.90

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Uses:

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Refunding Escrow Deposits:

Cash Deposit	2,532,695.63
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Delivery Date Expenses:

Cost of Issuance	150,000.00
Underwriter's Discount	25,000.00
Bond Insurance @ 75 bp P&I	24,512.28
	199,512.28

Other Uses of Funds:

Additional Proceeds	874.99
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2,733,082.90

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## BOND PRICING

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	
Bond Component:										
	07/15/2023	125,000	2.500%	0.950%	104.598				5,747.50	
	07/15/2024	160,000	2.750%	1.070%	106.587				10,539.20	
	07/15/2025	170,000	3.000%	1.210%	108.687				14,767.90	
	07/15/2026	170,000	3.000%	1.390%	109.261				15,743.70	
	07/15/2027	180,000	3.000%	1.540%	109.674				17,413.20	
	07/15/2028	180,000	3.000%	1.650%	110.098				18,176.40	
	07/15/2029	185,000	3.000%	1.760%	110.296				19,047.60	
	07/15/2030	195,000	3.000%	1.860%	110.374				20,229.30	
	07/15/2031	200,000	4.000%	1.990%	118.171 C	2.140%	07/15/2030	100.000	36,342.00	
	07/15/2032	205,000	4.000%	2.090%	117.181 C	2.350%	07/15/2030	100.000	35,221.05	
	07/15/2033	215,000	4.000%	2.190%	116.199 C	2.531%	07/15/2030	100.000	34,827.85	
	07/15/2034	220,000	4.000%	2.230%	115.810 C	2.643%	07/15/2030	100.000	34,782.00	
	07/15/2035	230,000	4.000%	2.280%	115.324 C	2.748%	07/15/2030	100.000	35,245.20	
		2,435,000								298,082.90

Dated Date	07/09/2020	
Delivery Date	07/09/2020	
First Coupon	01/15/2021	
Par Amount	2,435,000.00	
Premium	298,082.90	
Production	2,733,082.90	112.241598%
Underwriter's Discount	-25,000.00	-1.026694%
Purchase Price	2,708,082.90	111.214903%
Accrued Interest		
Net Proceeds	2,708,082.90	

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020				
07/15/2021			84,103.75	84,103.75
07/15/2022			82,725.00	82,725.00
07/15/2023	125,000	2.500%	82,725.00	207,725.00
07/15/2024	160,000	2.750%	79,600.00	239,600.00
07/15/2025	170,000	3.000%	75,200.00	245,200.00
07/15/2026	170,000	3.000%	70,100.00	240,100.00
07/15/2027	180,000	3.000%	65,000.00	245,000.00
07/15/2028	180,000	3.000%	59,600.00	239,600.00
07/15/2029	185,000	3.000%	54,200.00	239,200.00
07/15/2030	195,000	3.000%	48,650.00	243,650.00
07/15/2031	200,000	4.000%	42,800.00	242,800.00
07/15/2032	205,000	4.000%	34,800.00	239,800.00
07/15/2033	215,000	4.000%	26,600.00	241,600.00
07/15/2034	220,000	4.000%	18,000.00	238,000.00
07/15/2035	230,000	4.000%	9,200.00	239,200.00
	2,435,000		833,303.75	3,268,303.75

## BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/09/2020					
01/15/2021			42,741.25	42,741.25	
07/15/2021			41,362.50	41,362.50	84,103.75
01/15/2022			41,362.50	41,362.50	
07/15/2022			41,362.50	41,362.50	82,725.00
01/15/2023			41,362.50	41,362.50	
07/15/2023	125,000	2.500%	41,362.50	166,362.50	207,725.00
01/15/2024			39,800.00	39,800.00	
07/15/2024	160,000	2.750%	39,800.00	199,800.00	239,600.00
01/15/2025			37,600.00	37,600.00	
07/15/2025	170,000	3.000%	37,600.00	207,600.00	245,200.00
01/15/2026			35,050.00	35,050.00	
07/15/2026	170,000	3.000%	35,050.00	205,050.00	240,100.00
01/15/2027			32,500.00	32,500.00	
07/15/2027	180,000	3.000%	32,500.00	212,500.00	245,000.00
01/15/2028			29,800.00	29,800.00	
07/15/2028	180,000	3.000%	29,800.00	209,800.00	239,600.00
01/15/2029			27,100.00	27,100.00	
07/15/2029	185,000	3.000%	27,100.00	212,100.00	239,200.00
01/15/2030			24,325.00	24,325.00	
07/15/2030	195,000	3.000%	24,325.00	219,325.00	243,650.00
01/15/2031			21,400.00	21,400.00	
07/15/2031	200,000	4.000%	21,400.00	221,400.00	242,800.00
01/15/2032			17,400.00	17,400.00	
07/15/2032	205,000	4.000%	17,400.00	222,400.00	239,800.00
01/15/2033			13,300.00	13,300.00	
07/15/2033	215,000	4.000%	13,300.00	228,300.00	241,600.00
01/15/2034			9,000.00	9,000.00	
07/15/2034	220,000	4.000%	9,000.00	229,000.00	238,000.00
01/15/2035			4,600.00	4,600.00	
07/15/2035	230,000	4.000%	4,600.00	234,600.00	239,200.00
	2,435,000		833,303.75	3,268,303.75	3,268,303.75

## SUMMARY OF REFUNDING RESULTS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date	07/09/2020
Delivery Date	07/09/2020
Arbitrage yield	2.008799%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	2,435,000.00
True Interest Cost	2.351733%
Net Interest Cost	2.412085%
All-In TIC	3.063974%
Average Coupon	3.587870%
Average Life	9.538
Par amount of refunded bonds	2,460,000.00
Average coupon of refunded bonds	6.110675%
Average life of refunded bonds	8.696
PV of prior debt to 07/09/2020 @ 2.008799%	3,312,778.31
Net PV Savings	553,735.22
Percentage savings of refunded bonds	22.509562%

## BOND SUMMARY STATISTICS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date	07/09/2020
Delivery Date	07/09/2020
First Coupon	01/15/2021
Last Maturity	07/15/2035
Arbitrage Yield	2.008799%
True Interest Cost (TIC)	2.351733%
Net Interest Cost (NIC)	2.412085%
All-In TIC	3.063974%
Average Coupon	3.587870%
Average Life (years)	9.538
Duration of Issue (years)	8.242
Par Amount	2,435,000.00
Bond Proceeds	2,733,082.90
Total Interest	833,303.75
Net Interest	560,220.85
Total Debt Service	3,268,303.75
Maximum Annual Debt Service	245,200.00
Average Annual Debt Service	217,645.09
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.266940
Total Underwriter's Discount	10.266940
Bid Price	111.214903

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
Bond Component	2,435,000.00	112.242	3.588%	9.538	8.278	1,952.50
	2,435,000.00			9.538		1,952.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,435,000.00	2,435,000.00	2,435,000.00
+ Accrued Interest			
+ Premium (Discount)	298,082.90	298,082.90	298,082.90
- Underwriter's Discount	-25,000.00	-25,000.00	
- Cost of Issuance Expense		-150,000.00	
- Other Amounts	-24,512.28	-24,512.28	-24,512.28
Target Value	2,683,570.62	2,533,570.62	2,708,570.62
Target Date	07/09/2020	07/09/2020	07/09/2020
Yield	2.351733%	3.063974%	2.008799%

## SUMMARY OF BONDS REFUNDED

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2010, GO2010, SER:					
	07/15/2020	4.850%	100,000.00		
	07/15/2021	5.100%	105,000.00	07/15/2020	100.000
	07/15/2022	5.250%	110,000.00	07/15/2020	100.000
	07/15/2023	5.375%	115,000.00	07/15/2020	100.000
	07/15/2024	5.500%	120,000.00	07/15/2020	100.000
	07/15/2025	5.600%	130,000.00	07/15/2020	100.000
			680,000.00		
General Obligation Bonds, Series 2010, GO2010, TER1:					
	07/15/2030	6.000%	760,000.00	07/15/2020	100.000
General Obligation Bonds, Series 2010, GO2010, TER2:					
	07/15/2035	6.250%	1,020,000.00	07/15/2020	100.000
			2,460,000.00		

## PRIOR BOND DEBT SERVICE

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Dated Date                    07/09/2020  
 Delivery Date                07/09/2020

Period Ending	Principal	Coupon	Interest	Debt Service
07/15/2020	100,000	4.850%	72,695.63	172,695.63
07/15/2021	105,000	5.100%	140,541.26	245,541.26
07/15/2022	110,000	5.250%	135,186.26	245,186.26
07/15/2023	115,000	5.375%	129,411.26	244,411.26
07/15/2024	120,000	5.500%	123,230.00	243,230.00
07/15/2025	130,000	5.600%	116,630.00	246,630.00
07/15/2026	135,000	6.000%	109,350.00	244,350.00
07/15/2027	145,000	6.000%	101,250.00	246,250.00
07/15/2028	150,000	6.000%	92,550.00	242,550.00
07/15/2029	160,000	6.000%	83,550.00	243,550.00
07/15/2030	170,000	6.000%	73,950.00	243,950.00
07/15/2031	180,000	6.250%	63,750.00	243,750.00
07/15/2032	190,000	6.250%	52,500.00	242,500.00
07/15/2033	205,000	6.250%	40,625.00	245,625.00
07/15/2034	215,000	6.250%	27,812.50	242,812.50
07/15/2035	230,000	6.250%	14,375.00	244,375.00
	2,460,000		1,377,406.91	3,837,406.91

## ESCROW REQUIREMENTS

**Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)**  
**General Obligation Refunding Bonds, Series 2020**  
**SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS**  
**[Includes refunding of 7/15/2020 principal payment,**  
**Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]**

Period Ending	Principal	Interest	Principal Redeemed	Total
07/15/2020	100,000.00	72,695.63	2,360,000.00	2,532,695.63
	100,000.00	72,695.63	2,360,000.00	2,532,695.63

## FINANCIAL ADVISOR DISCLOSURE

Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)  
General Obligation Refunding Bonds, Series 2020  
SCENARIO 3 - PUBLIC SALE WITH UPFRONT SAVINGS  
[Includes refunding of 7/15/2020 principal payment,  
Rates as provided by Piper on 5-27-20 (preliminary and subject to change)]

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### - Disclosure

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tax, legal or other implications that should be discussed with your advisors and/or counsel as you deem appropriate.

Vice-Mayor Anderson inquired where the potential growth of 10% come from.

Mr. Reader explained how the 10% was derived. If they do not grow at the 10%, they will not have as much of an excess levy. This will be evaluated each year.

On motion of Boardmember Wall, seconded by Vice-Chairman Anderson, and carried (6-0) to adopt Resolution No. MRCFD2 242-20.

**Approve and accept Written Policies and Procedures for Tax-Advantaged Obligations for Merrill Ranch Community Facilities District No. 2, with an implementation date of June 15, 2020.**

Ms. Jimenez stated that Mr. Michael Cafiso, District Bond Counsel, has developed written policies and procedures for tax-advantaged obligations. Without accurate guidelines, possible violations of Internal Revenue Code of 1986 may occur resulting in loss of tax-exempt status or other penalties associated with non-compliance.

Mr. Mark Cafiso, District Bond Counsel, stated that the District must comply with the Internal Revenue System's requirements and regulations that they must comply with in order for the interest on the bonds to be exempt from federal income tax. He stated that the procedures are put in place so that there is something to check against to ensure that they are in compliance. This will also assist in ensuring that the District is doing everything it needs to do to remain exempt from federal income tax.

Mr. Cafiso stated that the General Obligation Funds that are being refunded are for public infrastructure and public improvements. There will be no issues or restrictions on this. In the rare case that the IRS were to audit, it would show that there are procedures in place and that staff follows the outlined procedures.

On motion of Vice-Chairman Anderson, seconded by Boardmember Hughes, and carried (6-0) to approve and accept Written Policies and Procedures for Tax-Advantaged Obligations for Merrill Ranch Community Facilities District No. 2, with an implementation date of June 15, 2020.

**Discussion and possible action to approve Merrill Ranch Community Facilities District No. 2 February 18, March 16, and April 15, 2020 Special Meeting minutes.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 2 February 18, March 16, and April 15, 2020 Special Meeting minutes.

**ADJOURN FROM ANTHEM AT MERRILL RANCH COMMUNITY FACILITIES DISTRICT 2.**

On motion of Vice-Chairman Anderson, seconded by Boardmember Larsen, and carried (6-0) to adjourn from the Anthem at Merrill Ranch Community Facilities District No. 2.

## **PRESENTATIONS**

### **Proclaim July 2020 as Parks and Recreation Month in the Town of Florence and encourage residents to get outdoors and enjoy their community through parks and recreation.**

Mayor Walter read the proclamation for the record and proclaimed July 2020 as Parks and Recreation Month.

### **Presentation on the Major General Plan Amendment for Grinders Sports.**

Mr. Larry Harmer, Planning Manager, stated that at the March 16, 2020 Council Meeting, the Council approved the calendar for submitting major plan amendments. Per State Statute, this can only occur once per calendar year. One application was received from the Grinders Sports Group, Inc. Guardian Angel Holdings is the property owner. They have granted permission in writing to Grinders Sports to submit this application.

Mr. Harmer stated that the Town Council is not requested to comment at this time. Rather, the application has been provided so that the Council is aware of the proposal.

Mr. Harmer stated that following the requirements of ARS §9-461.06. D., staff has distributed copies of the application to neighboring jurisdictions and agencies for a 60-day comment period. The statute also requires that copies be forwarded to the Planning and Zoning Commission and the Town Council.

Mr. Harmer corrected a statement that was submitted to Council, via the Request for Council Action Form, which stated that Council cannot take action on October 5, 2020. Council can take action to approve the Major General Plan Amendment on October 5, 2020, but it cannot go into effect until the annexation is complete for the properties that are included within the major plan amendment. As a matter of information, the Council may not be able to take formal action on October 5, 2020. The applicant is currently preparing their application to initiate annexation. This process has been discussed with and approved by Pinal County.

Mr. Harmer stated that after the 60-day review period, comments received from outside agencies will be made part of the public record when the staff report is being prepared through the Planning and Zoning Commission and, ultimately, the Town Council.

Vice-Mayor Anderson would prefer that the application be combined with both Griner Sports Group Inc. and Guardian Angel Holdings. He inquired who would be applying for the annexation.

Mr. Harmer stated that the application has both names on it. The applicant signed the application and the owner's authorization is included on a separate form. He stated the property owners will be applying for the annexation.

### **WaterSmart Presentation for Advanced Metering Infrastructure.**

Mr. Trenton Shaffer, IT Manager, stated that the Town is underway with the advanced metering infrastructure project. The PMI vehicles are in town and are installing meters. With this project, the Town partnered with Ferguson Water Works and Mueller to head the project. They have

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partnered with a company called WaterSmart. They provide a customer portal for the residents to log in and see their water usage by the hour or day and receive notifications amongst other information.

Ms. Lindsay Francine, Director of the Customer Success Team, WaterSmart, provided a live online demonstration of their product. She discussed the following:

- WaterSmart is a software as a service platform
  - Online self-service customer portal which provides water consumption information
  - Has a variety of tools for citizens and staff to utilize
  - Information will be gathered from the Mueller system and Caselle
  - Goals
    - Will be able to capture all revenue through water sales
    - Deliver portal to customers
    - Several tools to engage with customers
    - Provide outcomes
  - How it works
    - Data driven
      - Obtain information from a variety of sources
    - Customers can input information regarding the property and share information
  - Utility Experience
    - Staff will have access to analytical reporting features
    - Support and engagement tools
    - Variety of reports are available to really understand how the water is used in the Town's service area and to monitor how well the program is working
  - Support and engagement side
    - Customer service staff available to assist customers save on their bill and be more efficient
    - Help customers understand billing practices
    - Engagement tools are available for the Town to use
  - For customers
    - Leak alert notifies customer when a leak is detected
    - Variety of tools for them use to help them manage their water use

Mr. Brent Billingsley, Town Manager, stated that they have an app that can be used on the website and on your phone. The leak detection protocol on this app will notify the customer if it detects a leak. It will also tell you where to look and what to do to handle the leak.

Mr. Billingsley stated the Town's smart cities network is a first of its kind solution in terms of how it is being provided. He explained how powerful the tool is and what its full capabilities are.

Ms. Francine provided a demo of their product. She discussed the functions and how they can be used.

Ms. Francine stated that the software is in English and Spanish.

Mayor Walter inquired how far back can someone pull a report.

Ms. Francine stated that they asked for two years of data for water consumption. With hourly meter reads, they should start receiving next month and that data is not deleted.

Councilmember Larsen inquired if some customers have smart homes and inquired if the systems can be linked.

Ms. Francine stated that they data that can be provided is what is received from Caselle and Mueller meters. It would be a matter of lots of integrations. At this time, it is not a core partner.

Mayor Walter explained that a portion of Florence's residents are serviced by the municipality while other are serviced by Johnson Utilities. She asked if Ms. Francine can reach out to Johnson Utilities, which is currently being operated by Epcor, to see if they can get the same service for those citizens serviced by Johnson Utilities.

Ms. Francine stated that they are always happy to work with other providers.

Mr. Billingsley stated they will provide Epcor with a demo once this system is up and running.

**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. Approval of an agreement with Pinal County for the placement of a CERT vehicle with the Fire Department.**
- b. Approval to purchase a new Merit 50 Hp gas engine with a 4-speed gear box concrete saw, from Grabber Power Products, in an amount not to exceed \$32,260.05.**
- c. Authorization to enter into a Letter of Agreement with the Florence Unified School District to provide a 3" asphalt overlay on Van Haren Street.**
- d. Approval to enter into a contract with Cactus Transport, dba Cactus Asphalt, for asphalt overlay on Van Haren Street and a patch on Butte Avenue, in an amount not to exceed \$147,478.04.**
- e. Approval of the acceptance of the improvements of the warranty period which shall begin June 15, 2020 for Anthem at Merrill Ranch Units 35A and Unit 37.**
- f. Authorization to purchase two 2020 Chevy Silverado trucks from Enterprise Fleet Management Trust, in an amount not to exceed amount of \$92,211.33.**
- g. Approval of the May 4, May 12, May 18 and May 26, 2020 Town Council Meeting minutes.**
- h. Receive and file the following board and commission minutes:**
  - i. February 20, 2020 Planning and Zoning Commission Meeting minutes.**

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (6-0) to approve the Consent Agenda, as written, with the exception of Item 11a. and 11b.

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- b. **Approval to purchase a new Merit 50 Hp gas engine with a 4-speed gear box concrete saw, from Grabber Power Products, in an amount not to exceed \$32,260.05.**

Vice-Mayor Anderson inquired about the not to exceed amount which differs from the amount in the backup.

Mr. Chris Salas, Public Works Director, stated that the total cost includes a contingency for incidentals.

Vice-Mayor Anderson asked that the contingency be pointed out in the future.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to purchase a new Merit 50 Hp gas engine with a 4-speed gear box concrete saw, from Grabber Power Products, in an amount not to exceed \$32,260.05.

- a. **Approval of an agreement with Pinal County for the placement of a CERT vehicle with the Fire Department.**

Councilmember Hughes inquired what is the dollar amount for the maintenance will be.

Mr. David Strayer, Fire Chief, stated that the vehicle will be brand new and will be under warranty for three years so there will be no cost during the warranty period. He stated that this vehicle will have very little miles and the maintenance cost will be very little. He can work with the Fleet Services Supervisor for a cost estimate if Council would like. The Fire Maintenance Budget covers the maintenance for their entire fleet.

On motion of Councilmember Hughes, seconded by Vice-Mayor Anderson, and carried (6-0) to approve an agreement with Pinal County for the placement of a CERT vehicle with the Fire Department.

## **NEW BUSINESS**

### **Resolution No. 1739-20:**

Mayor Walter read Resolution No. 1739-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE TENTATIVE ESTIMATES OF THE AMOUNT REQUIRED FOR THE PUBLIC EXPENSE FOR THE TOWN OF FLORENCE FOR FISCAL YEAR 2020-2021; ADOPTING A TENTATIVE ANNUAL BUDGET; SETTING FORTH THE RECEIPTS, EXPENDITURES AND THE AMOUNT PROPOSED TO BE EXPENDED FOR VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR PUBLIC HEARING FOR TAXPAYERS ON THE ADOPTION OF THE FINAL BUDGET; ADOPTING THE BUDGET IN ACCORDANCE WITH THE STATE-IMPOSED EXPENDITURE LIMITATION AND VOTER-APPROVED EXCESS AMOUNT; DECLARING AN EMERGENCY.**

Ms. Becki Jimenez, Finance Director, stated that this budget season has been very different due to Covid-19 because it limited the amount of time, they could spend on reviewing the budget. Changes were made to make the budget easier to read and understand.

Ms. Jimenez stated that this resolution will set the tentative estimates for the Fiscal Year 2020-2021 budget. The final budget will come before Council on July 6, 2020 for adoption. There will also be a public hearing on the tax levy on July 6, 2020 as well. The tax levy will come before Council at the July 20, 2020 Council meeting along with tax levies for both community facilities districts.

Ms. Jimenez stated that the budget amount is set at \$47,075,242, not including the community facilities districts. They are separate budgets and will be advertised in this week's newspaper.

Ms. Jimenez stated that the Town has properly noticed the public regarding the public hearings and have published the Auditor General's worksheet as required. She stated that the full budget will be on the Town's website within the next two days.

Ms. Jimenez stated that this is the Town's first year with the permanent base adjustment. The total amount that can be expended is \$32,251,744. The Town's budget has exclusions. She explained when you have a permanent base adjustment, it is the same as the State imposed limitation. There are certain types of revenues and expenditures that can be excluded from the total amount of the budget.

Ms. Jimenez stated that the budget, along with all of the public hearing notices will be published in next week's local newspaper. The goal is to adopt the final budget on July 20, 2020.

On motion of Vice-Mayor Anderson, seconded by Councilmember Wall, and carried (6-0) to adopt Resolution No. 1739-20.

#### **Resolution No. 1743-20:**

Mayor Walter read Resolution No. 1743-20 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD CERTAIN DOCUMENTS FILED WITH THE TOWN CLERK AND ENTITLED "INTERNATIONAL FIRE CODE, 2012 EDITION, WITH APPENDICES B, C, D, E, F, G, H AND I, AND ADDENDUMS AND ALTERNATIVES TO SAID TECHNICAL CODES FOR SECTIONS 202 AND 903 DATED AUGUST 20, 2020".**

Ms. Barbara Rice, Community Services Director/Fire Marshall, stated that in May 2019, the Town adopted the 2012 International Model Codes for construction, and it included the 2012 International Fire Code. These codes were amended at that time to best meet the specific life safety and constituent needs of the community of Florence.

Ms. Rice stated that it was discovered in April 2020 that some of the 2012 International Fire Code amendments could be modified to meet the growth and development needs of the Town of Florence. The amendments were regarding the sprinkler thresholds that were put into place. Staff

met in May to evaluate the amendments and to bring them in line with other occupancy thresholds that the Town has and to meet the intent of the Code and be more consistent.

Ms. Rice stated that it is necessary to amend the definition of bulk tire storage in the 2012 Fire Code. It was left out in 2019 when the proposed amendment to existing Code Section 903.2.9.2 for sprinkler requirements in bulk tire storage occupancies was done.

Ms. Rice explained that the request is to amend the definition of bulk tire storage to read storage of tires with an area available for storage exceeds 10,000 feet. This will then relate to the sprinkler threshold amendment.

Vice-Mayor Anderson stated that Section 503 references the dimensions of the Town's streets. He inquired if the Town has taken any action to enforce Sections 503 and 504.

Ms. Rice stated that she is not aware that the Town does not enforce the width dimensions for those sections. She stated that it is required when they look at site development and makes sure that the street width will accommodate that minimum dimension required in those sections.

Mr. Billingsley stated that Ms. Rice is the Community Services Director and Fire Marshall for the Town. She reviewed the Town Code and found areas in which the Town could be less restrictive and more business friendly while still maintaining safety. He explained that she addressed things that could be changed to lessen the burden on business owners with the Fire Chief and himself.

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (6-0) to adopt Resolution No. 1743-20.

**Ordinance No. 697-20:**

Mayor Walter read Ordinance No. 697-20 by title only.

**First Reading of AN ORDINANCE OF THE TOWN OF FLORENCE, ARIZONA AMENDING SECTION 150.300 (TECHNICAL CODES) OF THE TOWN OF FLORENCE CODE OF ORDINANCES BY AMENDING THE 2012 INTERNATIONAL FIRE CODE ADOPTED BY REFERENCE UNDER ORDINANCE NO. 674-19.**

Ms. Rice provided a presentation titled "Amendments to the Fire Code" in which she outlined the following:

- Background Information
  - In May 2019, the Town of Florence adopted the 2012 International Model Codes for Construction, including the International Fire Code as the Technical Codes of the Town.
  - At that time, amendments to all the codes were made where they were necessary to serve the specific needs and resources of the community.
- Proposed amendment changes and impact
  - a. Amend Section 202.1 General Definitions of the 2012 IFC as follows:
    - TIRES, BULK STORAGE OF. Storage of tires where the area available for storage exceeds 10,000 cubic feet

- This definition was inadvertently left out in 2019 when Section 903.2.9.2 was amended. That section relates to the sprinkler threshold for bulk tire storage and is also being amended to align with the definition.

b. Amend Section 903.2.1.2 of the currently adopted 2012 IFC as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such
  - a. occupancies.
    - A-2 occupancies include restaurants and bars with occupant loads 50 or higher.
    - At our current 2,500 sq. ft threshold, a small coffee shop, sandwich shop, wine bar/tasting room, restaurant, etc. within a structure would be required to sprinkler even if their net occupant load were below 100 occupants. Examples: Old Pueblo (3111 sq. ft) and Taco Bell (2911 sq. ft).
    - Fire operations experiences show that firefighters utilizing hose lines are fairly successful in suppressing or controlling a fire in fire areas 5,000 sq. ft or less. (Model code has 5,000 sq. ft. threshold)
    - Staff recommends amending fire area to 5,000 sq. ft.

c. Amend Section 903.2.3 of the currently adopted 2012 IFC as follows:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

Exception: An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

- Educational Group E occupancy includes schools, colleges, and day care centers with less than five children under the age of 2 ½ years.
- These occupancies have a great deal of fire protection features including alarms and fire-resistant construction in egress, etc. Emergency evacuation plans and drills are required.
- These fire protection systems came about due to large loss of life fire in the early 1900's and have been responsible for the prevention of fire fatalities in these occupancies.
- Staff recommends amending the fire area threshold to 5,000 sq. ft.

d. Amend Section 903.2.4.1 of the currently adopted 2012 IFC as follows:

903.2.4.1 Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area which generate finely divided combustible waste, or which use finely divided combustible materials.

- Woodworking operations are limited to 2,500 sq. ft without sprinklers per the unamended IFC.
- While these occupancies present an explosion and fire hazard, other codes require ventilation systems and explosion proof electrical installations to reduce ignition sources.

The fire code has requirements for housekeeping, storage, etc. to limit fuel load and prevent fires.

- Our current code could limit the pursuit of businesses who may want to open shops for production and retail sale of wood products.
- Staff recommends amending the code to reflect the 2,500 sq. ft fire area threshold in the model code.

e. Amend Section 903.2.6 of the currently adopted 2012 IFC as follows:

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area in excess of zero (0) square feet.

Exceptions:

1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1 facilities.
2. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be allowed in Group I-1 facilities when in compliance with all of the following:
  - a. A hydraulic design information sign is located on the system riser.
  - b. Exception 1 of Section 903.4 is not applied; and
  - c. Systems shall be maintained in accordance with the requirements of Section 903.3.1.2.
3. An automatic sprinkler system is not required where day care facilities classified as a Group I occupancy do not exceed 5,000 square feet in area, are at the level of exit discharge and every room where care is provided has at least one exterior exit door.
4. In buildings where Group I-4 day care is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided and all floors between the level of care and the level of exit discharge, all floors below the level of exit discharge, other than areas classified as an open parking garage.
  - Group I occupancies include assisted living facilities, prisons, hospitals, and daycare with more than 5 children under the age of 2 ½, etc.
  - Exception 1 allows for NFPA 13R sprinkler system in certain I occupancies if the facility is no more than four stories tall. This type of system is allowed in motels, hotels, apartment buildings and provides adequate fire protection.
  - Exception 2 allows for NFPA 13D sprinkler systems in I occupancies that are congregate living facilities in townhouses. This is acceptable fire protection based on occupancy limitations, residency, and construction type.
  - Exception 3 allows the exemption of fire sprinklers in buildings that are one story where each room that children are cared for have an external exit to the outside. This would apply to child daycare facilities that are classified as I occupancy due to the number of children less than 2 ½ years of age. I occupancy buildings have stringent construction requirements regarding fire resistant construction, alarm requirements, exit requirements, emergency drills, evacuation plans, etc.
  - The fire code requires all I occupancies to be sprinklered with the exceptions described. These exceptions provide for sprinkler system options that are less coverage but still save lives. By amending the code, there would be better opportunity for these occupancies to build here.

f / g. Amend Section 903.2.9 of the currently adopted 2012 IFC as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds) 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet.
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet.
  - S-1 occupancies include storage of textiles, furniture, mattresses, grain, paper, and other combustible products.
  - These storage occupancies pose fire risks due to combustible fuel load.
  - The model code and our amendments have the furniture and mattress storage sprinkler threshold at 2,500 sq. ft. As this commodity poses the highest risk, it would not make sense to have other storage sprinkler thresholds be below this size.
  - Under the current code, a 320 sq. ft storage building being proposed would require automatic fire sprinklers.
  - Staff recommends the proposed sprinkler storage threshold to be 5,000 sq. ft.

h. Amend Section 903.2.9.1 of the currently adopted 2012 IFC as follows:

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5,000 square feet.
  - Reducing repair garage sprinkler threshold to zero (0) greatly impedes economic development opportunities for auto, motorcycle, farm equipment and other repair shops including Discount Tire, Pep Boys, or small businesses. The current code requires sprinklers throughout other occupancies that have a repair garage including government facilities, retail, and fleet shops.
  - Fire risk is due to flammable and combustible liquids, ignition sources from welding, grinding, mechanical equipment, compressed gases. Other requirements in the fire code specifically regulate these risks to reduce the likelihood of fire.
  - Staff recommends a 5,000 sq. ft sprinkler threshold for consistency and best practice.

i. Amend Section 903.2.9.2 of the currently adopted 2012 IFC as follows:

903.2.9.2 Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 10,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

- Reducing repair garage sprinkler threshold to zero (0) greatly impedes economic development opportunities for auto, motorcycle, farm equipment and other repair shops

including Discount Tire, Pep Boys, or small businesses. The current code requires sprinklers throughout other occupancies that have a repair garage including government facilities, retail, and fleet shops.

- Fire risk is due to flammable and combustible liquids, ignition sources from welding, grinding, mechanical equipment, compressed gases. Other requirements in the fire code specifically regulate these risks to reduce the likelihood of fire.
- Staff recommends a 5,000 sq. ft. sprinkler threshold for consistency and best practice.

- Action

- Staff Recommends Council Adopt Ordinance No. 697-20, amending the current Town of Florence Fire Code to be consistent with other occupancy amendments and current fire protection best practices.
- Adoption of the proposed amendments will promote economic development and growth opportunities for businesses in the Town of Florence.

Councilmember Wall inquired if the changes had been made earlier might have benefitted businesses that had requirements for sprinklers.

Ms. Rice stated that it may have benefitted those businesses. She stated that the proposed changes will benefit the applications they have pending. She cannot elaborate on applications that were submitted prior to her employment with the Town.

**Discussion/Approval/Disapproval for the Town Manager to negotiate a Development Agreement with MODUS Holdings, Inc., to construct a residential project in the Territory Square District known as “Territory Square Property Development” and to publish a Notice of Intent to Award RFP 05042020.**

Mr. Brent Billingsley, Town Manager, stated that it is the intent of developing the North End Plan, and Territory Square Development Area was to encourage new infill development and economic development in downtown Florence. The Town has spent millions in infrastructure to get the area out of the floodplain.

Mr. Billingsley stated MODUS Development is a Phoenix-based real estate investment and development company known for its award-winning residential projects that are modern, urban, and smart. Led by developer, business mogul, and technology expert Ed Gorman, MODUS was formed to create long-term value for its investors, with a focus on capital preservation, current cash flow, and future appreciation.

Mr. Billingsley stated that MODUS Holdings, Inc. submitted a response to the Town’s RFP. Staff is seeking direction from Town Council to commence negotiations for the design and development of a 30-acre workforce housing development and to publish a Notice of Intent to Award the sale of approximately 30 acres in the Territory Square District. The first phase will be done on 10 acres, which is out of the floodplain, and will include approximately 112 units. The second phase will be on 20 acres, which is not out of the floodplain, and will include 220 additional units. This would be a private/public partnership in which the Town would work with the development team to take land out of the floodplain and bring public improvements to that site. Funds that are received via the purchase of the land will be reinvested in the land to take it out of the floodplain. He explained the process of taking land out of the floodplain and make it developable.

Mr. Billingsley stated that the project bid has been provided and will be approximately \$43,000 per acre. If approved, the next phase will be to provide Notice of Intent to award the proposal and to allow staff to negotiate a development agreement. The development agreement will be key to the next phase which will be the purchase of the property that will occur in the next few months.

Mayor Walter asked Mr. Billingsley to discuss why infrastructure is so important and that the infrastructure is in place.

Mr. Billingsley stated that the infrastructure includes sewer capacity, fire flows, both pressure and duration, and access to transportation. The Town has invested millions of dollars in infrastructure and detailed all of the improvements that have been made, specifically to areas that were going to be the focus of new development such as Territory Square. There has been a lot of background work and investment has been done to allow the Town to market the properties. He stated that Phase 2 is the ability to offer those properties for development. Phase 3 is to formulate the partnerships to bring those investments to have successful projects.

Vice-Mayor Anderson inquired about the agreement which references providing relief for development standards.

Mr. Billingsley stated that this refers to the Infill District. If a project meets certain standards and is located in the Infill District, certain things, such as Code Requirements, etc. can be modified to a certain level. The Heritage Square Zoning District has very specific requirements such as setbacks and height requirements. In regards to this proposed project, if they decide to go vertical they can choose to come before Council to utilize the Infill Incentive Plan and ask for relief under that individual plan and not have to go through the zoning process or Board of Adjustments. There are some provisions in the Development Code to allow for some relief, to a certain degree.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (6-0) to approve the Town Manager to negotiate a Development Agreement with MODUS Holdings, Inc. to construct a residential project in the Territory Square District known as "Territory Square Property Development" and to publish a Notice of Intent to Award RFP 05042020.

## **MANAGER'S REPORT**

Mr. Billingsley provided his Manager's Report in which he stated the following:

- Town has been allocated additional \$67,464 in funds for Operation Stonegarden.
- Aquatics Center opened
  - Attendance
    - 49 people waiting for the initial opening
    - 171 attendees on Saturday
    - 134 attendees on Sunday
    - Did not reach capacity over the weekend
  - Running two shifts
  - People properly practiced social distancing
- Covid-19 Update
  - Arizona has had more Covid-19 cases in the last four days than Oregon has had in the last four months.

- Mondays are the lowest days of the weeks because labs do not report on Sundays.
- Statewide total is 36,705 positive case of Covid-19
- 7,210 tests administered yesterday
- Positive test ratio is approximately 6% nationally and internationally
  - Arizona test ratio is 14% and some days as high as 20%
- Arizona is being recognized as the state that you do not want to be in terms of Covid-19
  - Increasing by 1,300 cases per day
  - Cases continually increasing
- Pinal County has a 4.4% increase in Covid-19 cases in one day
  - 1,568 new positive cases
    - 268 cases are from Florence in Florence's population which does not include the prison population.

Mr. Billingsley stated that many have inquired why the Town is not fully re-open if we are in Phase 2. There is specific decision matrix that the Town is tracking. Governor Ducey has not relaxed any of the executive orders that he issued. Cases are not lowering or being leveled off.

### **CALL TO THE PUBLIC**

There were no public comments.

### **CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

Councilmember Larsen stated that the Town is on a positive path moving forward and is looking forward for the projects to move forward.

Councilmember Wall stated that she had a Covid-19 test administered on her and it was painful. She hopes everyone continues to follow the guidelines and stays healthy.

Councilmember Cordes reminded everyone to check on each other and help the seniors who are isolated.

Councilmember Hughes asked everyone to remain safe.

Vice-Mayor Anderson thanked Mr. Billingsley. These times have been trying and he appreciates all of his work.

Mayor Walter stated that she, and Councilmember Larsen, attended the Flag Ceremony at the American Legion Post 9. The ceremony is to properly dispose of torn and/or tattered flags. This ceremony is done every year.

Mayor Walter stated that the pool opened this weekend. She is happy to see everyone enjoying the waterslide and cooling off. Everyone was practicing social distancing.

Mayor Walter stated that she is looking forward to the partnerships that are being formed and the projects that are coming to Town.

### **ADJOURNMENT TO EXECUTIVE SESSION**

Town of Florence Council Meeting Minutes

June 15, 2020

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**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)(1) (3) & (4) to:**

- **Filling the vacant Council seat.**
- **Council questions regarding Town Council Rules of Procedures.**

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (6-0) to adjourn to Executive Session.

Councilmember Cordes left the meeting following the Executive Session.

### **ADJOURNMENT FROM EXECUTIVE SESSION**

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (5-0) to adjourn from Executive Session.

### **ADJOURNMENT**

On motion of Vice-Mayor Anderson, seconded by Councilmember Hughes, and carried (5-0) to adjourn the meeting at 9:50 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 June 15, 2020, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>12a.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Becki Jimenez, Finance Director  <b>SUBJECT:</b> Ordinance No. 695-20 Primary Property Tax Levy for FY 2020-2021		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input checked="" type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Second reading and adoption of Ordinance No. 695-20: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2021.

**BACKGROUND/DISCUSSION:**

The Town of Florence levies a primary property tax annually. The rate for last year was \$1.0740 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.0585 per \$100/NAV.

This year the Town will levy the same amount as last year.

At the proposed rate of \$1.0585, the proposed property tax levy for the 2019-2020 Fiscal Year is \$1,166,611.

The public hearing and first reading were done on July 6, 2020.

**A VOTE OF NO WOULD MEAN:**

Pursuant to A.R.S. §42-17151, the Town Council must adopt a property tax rate and levy for FY 2020- 2021.

**A VOTE OF YES WOULD MEAN:**

Adoption of Ordinance No. 695-20.

**FINANCIAL IMPACT:**

Primary taxes are calculated using Limited Property Value (LPV). A home with a \$100,000 LPV using the proposed rate of \$1.0585 per \$100 NAV would be \$1,058.50.

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

**ATTACHMENTS:**

Ordinance No. 695-20  
Schedule B

**ORDINANCE NO. 695-20**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

**WHEREAS**, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2020-2021 is required to be adopted no later than the third Monday in August; and

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

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

**Section 1:** There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Town of Florence, except such property as may by law be exempt from taxation, a primary property tax rate sufficient to raise the sum of \$1,166,611 for the purpose of providing a General Fund of the Town of Florence, for the Fiscal Year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

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

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

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, the 20<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

**TOWN OF FLORENCE**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2021**

	<b>2020</b>	<b>2021</b>
<b>Fis</b> Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,166,611</u>	\$ <u>1,189,943</u>
<b>2.</b> Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u>                    </u>	
<b>3.</b> Property tax levy amounts		
<b>A.</b> Primary property taxes	\$ <u>1,166,611</u>	\$ <u>1,166,611</u>
<b>B.</b> Secondary property taxes	\$ <u>22,000</u>	\$ <u>29,000</u>
<b>C.</b> Total property tax levy amounts	\$ <u>1,188,611</u>	\$ <u>1,195,611</u>
<b>4.</b> Property taxes collected*		
<b>A.</b> Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>1,135,612</u>	
(2) Prior years' levies	\$ <u>(54,632)</u>	
(3) Total primary property taxes	\$ <u>1,080,980</u>	
<b>B.</b> Secondary property taxes		
(1) <b>Current</b> year's levy	\$ <u>21,951</u>	
(2) Prior years' levies	\$ <u>                    </u>	
(3) Total secondary property taxes	\$ <u>21,951</u>	
<b>C.</b> Total property taxes collected	\$ <u>1,102,931</u>	
<b>5.</b> Property tax rates		
<b>A.</b> City/Town tax rate		
(1) Primary property tax rate	<u>1.0740</u>	<u>1.0585</u>
(2) Secondary property tax rate	<u>0.1207</u>	<u>0.1433</u>
(3) Total city/town tax rate	<u>1.1947</u>	<u>1.2018</u>
<b>B.</b> Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>3</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 12b.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Becki Jimenez, Finance Director  <b>SUBJECT:</b> Ordinance No. 696-20 Secondary Property Tax Levy for FY 2020-2021		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input checked="" type="checkbox"/> <b>Ordinance</b> <input checked="" type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input checked="" type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Second reading and adoption of Ordinance No. 696-20: an Ordinance of the Town of Florence, Pinal County, Arizona, adopting a secondary property tax for the Fiscal Year 2020-2021 for Anthem at Merrill Ranch Street Light Improvement District #1, Anthem at Merrill Ranch Street Light Improvement District #2 and Anthem at Merrill Ranch Street Light Improvement District #3.

**BACKGROUND/DISCUSSION:**

The Town of Florence levies a secondary property tax for the three Street Light Improvements Districts located in the Merrill Ranch Development.

For the last several years, we have not levied a secondary tax in the Districts. There have been ample funds to pay for the electrical costs in each of the Street Light Districts. This year, Street Light Improvement District No. 3 has diminished its funds and we must levy a secondary tax to provide continued service for that district.

The proposed rate of \$.1433 per \$100 of Net Assessed Valuation (NAV) will result in a charge of \$14.33 on a \$100 home.

The public hearing and first reading of Ordinance No. 696-20 were done on July 6, 2020.

**A VOTE OF NO WOULD MEAN:**

The Street Light Improvement District would deplete all of their funds to provide streetlight services.

**A VOTE OF YES WOULD MEAN:**

Adoption of Ordinance No. 696-20.

**FINANCIAL IMPACT:**

The proposed property tax levy for the 2020-2021 Fiscal Year will generate \$29,000.

The levy is the only funding source for Street Light District revenue base and is essential to funding all of the Services within the District that are necessary to maintain streetlight service.

**ATTACHMENTS:**

Ordinance No. 696-20

**ORDINANCE NO. 696-20**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2, & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONS FOR THE FISCAL YEAR ENDING THE 30<sup>TH</sup> DAY OF JUNE 2021.**

**WHEREAS**, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2020-2021 is required to be adopted no later than the third Monday in August; and

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

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

**Section 1:** There is hereby levied on each one hundred dollars (\$100) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.1, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0.00** per \$100 of NAV for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 1 for the fiscal year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 2:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 2, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of **\$0.00** per \$100 of NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 2 for the fiscal year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 3:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 3, Town of Florence,

except such property as may by law be exempt from taxation, a secondary property tax rate of **\$.1433** per \$100 of NAV OR **\$29,000**, for the purpose of providing operations and maintenance for the Street Light Improvement District No. 3 for the fiscal year ending on the 30<sup>th</sup> day of June 2021, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

**Section 4:** No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

**Section 5:** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, the 20th day of July 2020.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13a.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Community Development  <b>STAFF PRESENTER:</b> Larry C. Harmer, Planner  <b>SUBJECT:</b> Resolution No. 1745-20: Florence Plaza Final Plat		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <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:**

Motion to adopt Resolution No. 1745-20: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, AFFIRMING THE APPROVAL OF THE AMENDED FINAL PLAT FOR FLORENCE PLAZA; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

**BACKGROUND/DISCUSSION:**

This is a request by Florence LLC for an approval of an Amended Final Plat for Florence Plaza, 495-649 North Pinal Parkway Avenue. The subject site is approximately 7.2 acres and is in the Southeast Quarter of Section 36, Township 4 South, Range 9 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. More simply stated, it is located at the southeast corner of Pinal Parkway Avenue and Diversion Dam Road and extends approximately 2633 feet south fronting the Parkway.

The original plat for this property was approved in 2009. That plat divided the property into four lots as there are currently configured. Three of the four now have businesses located on them; i.e. Speedway Market and Gas on Lot 1, Sonic on Lot 3, Dollar General and the Florence Café and others on Lot 4. Lot 2 is currently vacant. For financing reasons, the owner desires to create a fifth lot that would place Dollar General on its own lot. In order to accomplish this, there have been adjustments made to Lots 2, 3 and 4 to allow adequate property widths and cross-access to all lots internal to the site.



Existing



Proposed

The Town does not have a formal process that would address an Amended Final Plat. However, in that approval of these applications would result in only five total lots, it has been processed as a Minor Subdivision per Section § 150.266 (C) of the Development Code. As such, only administrative staff review and approval is required. The Town Engineer has reviewed the application and has expressed no concerns.

Once approved, the Town's GIS Coordinator will assign new addresses, as appropriate. When recorded, the County Assessor will assign a new Assessor Parcel Number for the new lot.

**A VOTE OF NO WOULD MEAN:**

That Council has rejected the Amended Final Plat for Florence Plaza. The reasons for the denial shall be recorded in the minutes pursuant to Section 150.233 (B) of the Town of Florence Development Code.

**A VOTE OF YES WOULD MEAN:**

The Amended Final Plat for Florence Plaza is approved and will be recorded with the office of the Pinal County Recorder.

**FINANCIAL IMPACT:**

None specific to this request.

**ATTACHMENTS:**

Resolution No. 1745-20  
Amended Final Plat for Florence Plaza

**RESOLUTION NO. 1745-20**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE AMENDED FINAL PLAT FOR FLORENCE PLAZA; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.**

**WHEREAS**, the Amended Final Plat for Florence Plaza is consistent with the Town of Florence Development Code; and

**WHEREAS**, the Amended Final Plat for Florence Plaza has been reviewed and approved by the Town Engineer.

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

1. Approve the Amended Final Plat for Florence Plaza 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 20<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Clifford L. Mattice, Town Attorney

# FINAL PLAT AMENDMENT FLORENCE PLAZA SUBDIVISION

OF  
LOTS 1, 2, 3 & 4 OF FLORENCE PLAZA SUBDIVISION, FILED IN CABINET H, SLIDE 100, PINAL COUNTY RECORDS  
LOCATED IN THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER  
MERIDIAN, PINAL COUNTY, ARIZONA

(APN: 200-77-001, APN: 200-77-002, APN: 200-77-003, APN: 200-77-004)

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

**NOTES**

- 1) AGREEMENTS AND EASEMENTS SHALL BE ESTABLISHED AND RECORDED FOR THE SUBJECT AREA TO PROVIDE FOR CROSS ACCESS AND CIRCULATION AND SHARED DRAINAGE AND RETENTION FACILITIES BETWEEN PARCELS 1-4, AS WELL AS PROVIDING FOR EASEMENTS TO ALLOW FOR INFRASTRUCTURE TO EXTEND BETWEEN SAID PARCELS FOR THE MUTUAL BENEFIT OF THE SUBJECT PARCELS AND DEVELOPMENTS WITHIN THIS RETAIL CENTER. FURTHERMORE, AGREEMENTS SHALL ALSO ACCOUNT FOR THE SHARED MAINTENANCE AND SITE IMPROVEMENT RESPONSIBILITIES FOR COMMON ELEMENTS WITHIN THE CENTER, INCLUDING, BUT NOT LIMITED TO, PAVED AREAS, LANDSCAPING, DRAINAGE AREAS AND RETENTION BASINS.
- 2) A SHARED RETENTION EASEMENT HAS BEEN DEDICATED PER THIS PLAT FOR THE PURPOSE OF WATER DRAINAGE FOR LOTS 3 AND 4.
- 3) PREVIOUSLY RECORDED PARCEL PER CABINET H, SLIDE 100, PINAL COUNTY RECORDS.

**OWNER**

FLORENCE, LLC.  
8112 EAST ASTER DRIVE  
SCOTTSDALE, AZ, 85260  
PHONE: (602) 821-9106

**BENCHMARK**

BRASS CAP IN HANDHOLE  
LOCATED AT THE N.1/4 COR.  
OF SEC. 1, T.5S., R.9E.  
ELEVATION = 1506.22' T.O.F.  
DATUM

**UTILITIES AND SERVICES**

Power - A.P.S.  
Gas - Southwest Gas Co.  
Water - Town of Florence  
Sewer - Town of Florence  
Phone - Centurylink  
Cable - Cox Communications

**SURVEYOR**

HANSEN ENGINEERING &  
SURVEY, LLC, 115 SOUTH  
MAIN STREET COOLIDGE,  
ARIZONA 85228  
PHONE: (520) 723-3261

**BASIS OF BEARING**

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

SAID BEARING = FROM A FOUND RAILROAD SPIKE MARKING THE CENTER OF SAID SECTION TO A FOUND 5/8" REBAR MARKING THE EAST QUARTER CORNER BEARS NORTH 89°21'53" EAST.

**ASSURED WATER SUPPLY**

FLORENCE PLAZA SUBDIVISION IS WITHIN THE SERVICE AREA OF THE TOWN OF FLORENCE AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576.

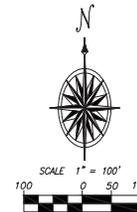
**LAND USE TABLE**

EXISTING ZONING	B-2
GROSS ACREAGE	7.24 ACRES
NET ACREAGE	5.85 ACRES
GROSS LOT ACREAGE	6.97 ACRES
NET LOT ACREAGE	5.58 ACRES
GROSS STREET ACREAGE	0.28 ACRES
NET STREET ACREAGE	0.28 ACRES
MINIMUM LOT SIZE	49,520 S.F.
LOT COUNT	5

**LAND SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MAY 2020, AND THIS PLAT REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

TAYLOR S. HANSEN RLS #37512 DATE



**DEDICATION**

STATE OF ARIZONA } SS  
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS: THAT FLORENCE, LLC AS OWNER AND HEREBY SUBDIVIDER, HAS SUBDIVIDED UNDER THE NAME OF FLORENCE PLAZA SUBDIVISION, A PORTION OF SECTION 36, T.4S., R.9E., OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF FLORENCE PLAZA SUBDIVISION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT AND THAT FLORENCE LLC AS OWNER HEREBY DEDICATES A RECIPROCAL INGRESS/EGRESS ACCESS EASEMENT AND SHARED RETENTION EASEMENT AS SHOWN HEREON, AND THAT THE MAINTENANCE OF SUCH SHALL BE THE RESPONSIBILITY OF THE OWNER AND SUBDIVIDER OR OTHER ENTITY AND NOT THE TOWN OF FLORENCE NOR THE PUBLIC. PUBLIC UTILITY AND FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER ACROSS AND THROUGH THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, RECLAIMED WATER, GAS, ELECTRIC AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER AND SUBDIVIDER OR SOME OTHER ENTITY.

IN WITNESS WHEREOF: FLORENCE LLC, AS OWNER AND HEREBY SUBDIVIDER, HAS HERETO CAUSED HIS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020

BY: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ARIZONA } SS  
COUNTY OF PINAL }

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE \_\_\_\_\_ OF \_\_\_\_\_ AND BEING AUTHORIZED TO DO SO, EXECUTED THIS PLAT FOR THE PURPOSES HEREIN CONTAINED.

BY: \_\_\_\_\_ NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

**APPROVALS**

DATA ON THIS PLAT WAS REVIEWED AND APPROVED THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ BY THE TOWN ENGINEER AND THE PLANNING AND ZONING DIRECTOR OF THE TOWN OF FLORENCE.

TOWN ENGINEER \_\_\_\_\_

PLANNING AND ZONING DIRECTOR \_\_\_\_\_

APPROVED BY THE TOWN OF FLORENCE, ARIZONA THIS \_\_\_\_

DAY OF \_\_\_\_\_

MAYOR \_\_\_\_\_

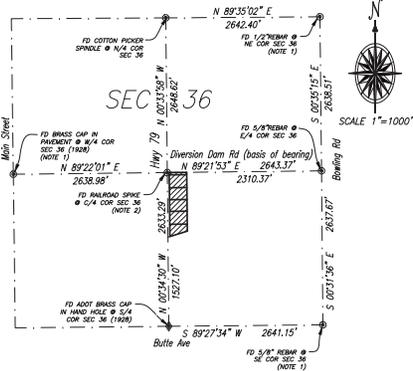
ATTEST: \_\_\_\_\_

TOWN CLERK \_\_\_\_\_

			<b>FINAL PLAT AMENDMENT FLORENCE PLAZA SUBDIVISION</b>
	DATE: MAY 2020 SURVEY: TH/DH	DRAWN BY: MPL REVISED BY:	DESIGN: N/A REVISION No.

DRAWING NO. 070121a  
SHEET 1 OF 2

VICINITY MAP



# FINAL PLAT AMENDMENT FLORENCE PLAZA SUBDIVISION

OF  
**LOTS 1, 2, 3 & 4 OF FLORENCE PLAZA SUBDIVISION, FILED IN CABINET H, SLIDE 100, PINAL COUNTY RECORDS**  
 LOCATED IN THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER  
 MERIDIAN, PINAL COUNTY, ARIZONA

(APN: 200-77-001, APN: 200-77-002, APN: 200-77-003, APN: 200-77-004)

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

**LEGEND**

- ▲ = SET 5/8" REBAR W/ ALUMINUM CAP RLS #37512 (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND MONUMENT AS NOTED
- ◆ = FOUND A.D.O.T. MONUMENT AS NOTED
- = FOUND 5/8" REBAR W/ ALUMINUM CAP RLS #17258 (UNLESS OTHERWISE NOTED)

**SITE DATA**

ZONED "B-2" (DOWNTOWN & HIGHWAY BUSINESS PER TOWN OF FLORENCE GIS PORTAL)  
 FLOOD ZONE = "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAN)

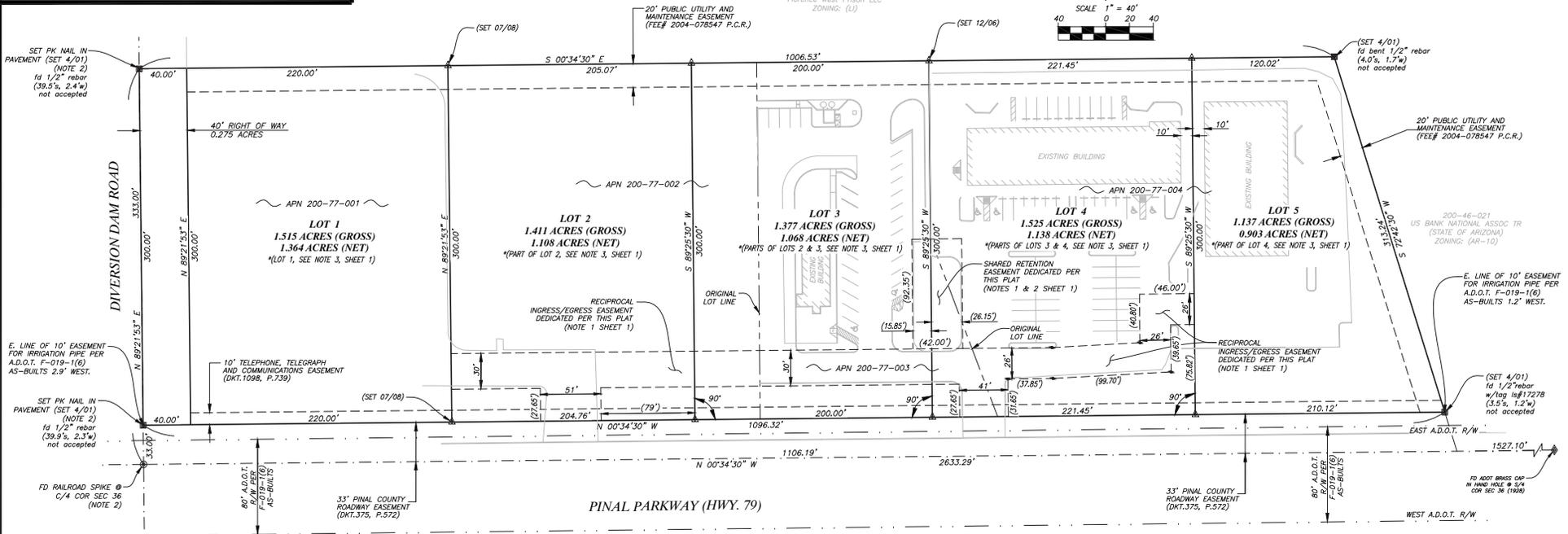
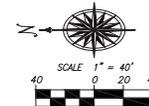
**NOTES**

1. THIS MONUMENT HAS SINCE BEEN REPLACED WITH AN 4" ALUMINUM CAP.
2. MONUMENT DESTROYED BY RECENT ROAD CONSTRUCTION

**REFERENCE DOCUMENTS**

- RECORD OF SURVEY "TOPOGRAPHICAL" BOOK 15 OF SURVEYS, PAGE 250 FINAL COUNTY RECORDS (LARRY B. HANSEN RLS #17258)
- RECORD OF SURVEY "MINOR LAND DIVISION" BOOK 21 OF SURVEYS, PAGE 250 FINAL COUNTY RECORDS (TAYLOR S. HANSEN RLS #37512)
- FINAL PLAT "FLORENCE PLAZA SUBDIVISION" CABINET H, SLIDE 100 PINAL COUNTY RECORDS (TAYLOR S. HANSEN RLS #37512)

200-46-013F  
 Florence West Prison LLC  
 ZONING: (L)



**BASIS OF BEARING**

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

SAID BEARING = FROM A FOUND RAILROAD SPIKE MARKING THE CENTER OF SAID SECTION TO A FOUND 5/8" REBAR MARKING THE EAST QUARTER CORNER BEARS NORTH 89°21'53" EAST.

**PRELIMINARY**  
 APPROVAL PENDING



DATE: MAY 2020 SURVEY: TH/DH  
 DRAWN BY: MPL REVISION: No.  
 DESIGN: N/A REVISION: TH  
 REVIEW: TH

**FINAL PLAT AMENDMENT  
 FLORENCE PLAZA SUBDIVISION**

LOTS 1, 2, 3 & 4 OF FLORENCE PLAZA SUBDIVISION, CABINET H, SLIDE 100 P.C.R. LOCATED IN THE NW/4 OF THE SE/4 SEC 36, T4S, R9E, G&SRM, FLORENCE, PINAL COUNTY, ARIZONA

DRAWING NO. 070121a  
 SHEET 2 OF 2

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 13b.</b>
<b>MEETING DATE:</b> July 20, 2020  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Brent Billingsley, Town Manager  <b>SUBJECT:</b> Pre-Annexation Development Agreement with Grinders Sports Group LLC.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" 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 negotiation of a Pre-Annexation Development Agreement with Grinders Sports Group LLC. to construct a mixed-use project in the Town of Florence.

**BACKGROUND/DISCUSSION:**

Grinders Sports Group, LLC (“Grinders”, previously known as, Project Rattler) is in the process of developing a sports venue providing a world-class training and academic educational destination for aspiring athletes active in major sports including baseball, softball, soccer, lacrosse, basketball, volleyball, tennis, pickleball, football, track and field, and field hockey. A state-of-the-art eSports venue will also be part of the facility. Additionally, the company plans to include a fully equipped medical and rehabilitation facility operated by leading sports medicine and rehabilitation personnel available to address the needs of the athletes, both short and long term.

The proposed project, including over 350 acres, will have to complete multiple regulatory and development phases prior to opening. As of today, Grinders has applied for a Major General Plan Amendment and a Pre-Annexation Development Agreement. In the near future, Grinders will be submitting at least one annexation petition and applying for rezoning of two separate properties that constitute the overall project.

The proposed Pre-Annexation Development Agreement Application and the General Plan Amendment conforms with land use goals of the Town of Florence and Pinal County to develop much-needed infrastructure and public recreational space to serve the greater community. This development would enhance the water, waste, energy, commercial, and recreational infrastructure of the community. The proposed land uses are not incompatible with the community and will only serve to augment existing services while creating new services in areas of need. On the contrary, the proposed changes to land use will support the demographics of the area and the goals of the town and county in developing infrastructure and amenities to support the demand for amenities. Additionally, current plans such as the Active Transportation General Plan recently passed by the Town of Florence Council substantiate that the project will accentuate and accelerate the goals of the plans to develop recreational public space, create economic growth and jobs, and maintain the natural and human resources of the area.

The Town has determined that encouraging the development of the properties pursuant to this Agreement will result in significant economic and other public purpose benefits to the Town and its residents by, among other things: (i) providing for the planning, design, engineering, construction, acquisition, and/or installation of public infrastructure in order to support anticipated development of the properties and the larger area that includes the properties; (ii) the development of the properties in a manner consistent with the Town's comprehensive land use plan, once amended; (iii) an increase in property tax revenues to the Town arising from or relating to the development of the properties; and (iv) the creation of new jobs and otherwise enhancing the economic welfare of the residents of the Town.

**A VOTE OF NO WOULD MEAN:**

A No vote would mean that negotiations with Grinders Sports Group LLC would cease, and the subsequent project design and development phases of the project could be impacted.

**A VOTE OF YES WOULD MEAN:**

A Yes vote would start the Pre-Annexation Development Agreement negotiation phase of the project.

**FINANCIAL IMPACT:**

None at this time.

**ATTACHMENTS:**

Development Agreement Application

**Development Agreement Application**

Case Number \_\_\_\_\_

Property Owner's Name\* Guardian Angel Holdings, LLC

Mailing Address 4261 S. Danielson Way, Chandler, AZ 85249 Attn: Edward F. Barcello

Telephone Number (480)213-9865 Fax Number None

Email Address guardianangelholdingsllc@outlook.com

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Applicant's Name Grinders Sports Group, Inc.

Mailing Address 845 N. Harris Drive, Mesa, AZ 85203 Attn: Kelly Stinnett, CEO

Telephone Number (602)318-0850 Fax Number None

Email Address kstinnett@grinderssportsgroup.com

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Representative/Attorney Victor M. Marquez, Esq.

Mailing Address Squire Patton Boggs (US) LLP, 275 Battery Street, Suite 2600, San Francisco, CA 94111

Telephone Number 415-314-7831 Fax Number 415-393-9887

Email Address victor.marquez@squirepb.com

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**PROPERTY INFORMATION**

Assessor's Parcel Number(s) 210440040, 210440020, 210390080, 210390060, 210390050

Legal Tract/Lot (Parcel Numbers) 210440040, 210440020, 210390080, 210390060, 210390050

General Location Town of Florence, County of Pinal, State of Arizona.

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Street Address Grinders Sports Complex/Project Rattler.

Lot Dimensions/Acreage 350 acres.

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\*Note: If there is more than one person involved in the ownership of the property that this application is prepared for, a separate page must be attached to this application in which lists the names and address of all persons having an interest in the ownership of the property along with their notarized signatures.

**GIVE A DESCRIPTION/EXPLANATION OF THE PROJECT FOR WHICH THE DEVELOPMENT AGREEMENT IS PROPOSED:**

Grinders Sports Group, Inc. ("Grinders", the "Complex" and the "Company") will be the first Southwest USA sports and eSports venue providing a world-class training and academic educational destination for aspiring athletes active in major sports including baseball, softball, soccer, lacrosse, basketball, volleyball, tennis, pickleball, football, track and field, and field hockey. A state-of-the-art eSports Venue will also be part of the facility. Additionally, the Company plans to include a fully equipped medical and rehabilitation facility operated by leading sports medicine and rehabilitation personnel available to address the needs of the athletes, both short and long term. In addition to being the lynchpin in the success of athletes of all kinds, the Complex will be a cornerstone for the sports community.

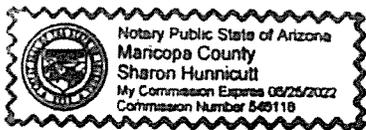
Signature of Applicant Edward F. Barcello  
Edward F. Barcello, Manager, Guardian Angel Holdings, LLC

I HEREBY CERTIFY, under the penalty of perjury, that I am the owner of the property for which this application is made, and in that capacity, have given authority to the above applicant to act on my behalf.

Dated: 4/27/2020

STATE OF ARIZONA )  
                                  : §  
County of Pinal        )

SUBSCRIBED AND SWORN TO BEFORE me this 28<sup>th</sup> day of April, 2020  
2020



Sharon Hunnicutt  
Notary Public

## **APPLICATION FOR GENERAL PLAN AMENDMENT**

**PROJECT NAME:** GRINDERS SPORTS COMPLEX/PROJECT RATTLER

**APPLICATION TYPE:**     Major                       Minor                       Text

1. Property Owner:                      Name: Guardian Angel Holdings, LLC  
    Address: P.O. Box 3712, Gilbert, AZ 85299-3712  
    Phone: 480-213-9865  
    Email: guardianangelholdingsllc@outlook.com
  
  2. Applicant/Developer:                Name: Grinders Sports Group, Inc.  
    Address: 845 N. Harris Drive, Mesa, AZ 85203 Attn: Kelly Stinnett, CEO  
    Phone: (602)318-0850  
    Email: kstinnett@grinderssportsgroup.com
  
  3. Address or Location of Property: Grinders Sports Complex/Project Rattler. With Site 1 bounded by the northwestern corner at the intersection of Bella Vista Road and Felix Road, and the southeastern corner at Judd Road and Cooper Road. With Site 2 bounded by the northwestern corner at Judd Road and Felix Road, and the southeastern corner at Magma Road and Cooper Road.
  
  4. Attach a Legal Description of Property: If applicable, include Lot(s), Block(s), and Subdivision Name: See attached legal descriptions.
- Tax Parcel Number(s): 210440040, 210440020, 210390080, 210390060, 210390050.
- Gross Acres: Approximately 350 acres.
5. Current Land Use Classification(s): Low-Medium Density Residential, Commercial and Office.
  
  6. Proposed Land Use Classification(s): Commercial/Residential Mixed Use.

 8/10/20  
SIGNATURE OF PROPERTY OWNER or REPRESENTATIVE      DATE

**FOR STAFF USE ONLY:**

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

# Project Narrative

# **GRINDERS SPORTS COMPLEX / PROJECT RATTLER** **NARRATIVE STATEMENT / PROJECT JUSTIFICATION**

## **EXECUTIVE SUMMARY OF THE PROJECT:**

Grinders Sports Group, Inc. (“Grinders”, the “Complex” and the “Company”) will be the first Southwest USA sports and eSports venue providing a world-class training and academic educational destination for aspiring athletes active in major sports including baseball, softball, soccer, lacrosse, basketball, volleyball, tennis, pickleball, football, track and field, and field hockey. A state-of-the-art eSports Venue will also be part of the facility. Additionally, the Company plans to include a fully equipped medical and rehabilitation facility operated by leading sports medicine and rehabilitation personnel available to address the needs of the athletes, both short and long term. In addition to being the lynchpin in the success of athletes of all kinds, the Complex will be a cornerstone for the sports community.

Located on 350 acres in the greater Phoenix Metropolitan Area, in the Town of Florence in the County of Pinal, Grinders plan to bring together top professional sports figures, coaches and academic educators in a new state-of-the-art facility designed to provide a catalyst and mind-body inspiration motivating athletes to become Olympians and professional athletes. The Grinders professional team, combined with the Complex’s spectacular facilities, will provide the impetus for these future athletes to create their own legacy of excellence on the field and in their lives. The proposed location for this facility is exceptional because of its proximity to several major highways and international airports.

The plans for the Complex include the following facilities:

- Fifteen Collegiate/Professional Sized Baseball Fields with fixed seating
- One Collegiate/Professional Sized Baseball Stadium (up to 5,000 seats)
- Fifteen Softball/Youth Baseball Sized Fields with fixed seating
- One Softball/Youth Baseball Sized Stadium (up to 1,500 seats)
- MLB style walk-out dugouts
- Twenty Collegiate Sized Soccer/Multi-Use Fields with fixed seating
- One Collegiate Sized Soccer/Multi-Use Stadium with Competition Track (up to 5,000 seats)
- Ten tennis courts and a stadium
- Pickleball facilities
- Approx. 180,000 sf Field House to include:
  - Twelve Collegiate Size Basketball courts - Each transformable into two (2) Volleyball courts
  - One Collegiate Size “Stadium Court” for Basketball and Volleyball
  - Fitness Center for Athletic Performance as well as Adult Fitness
  - Ten tennis courts and stadium
  - Cheerleading

- Pickleball facility
  - Food Court and Restaurants
  - Executive offices and suites
  - eSports Arena
  - Rehabilitation Center/ Physical Therapy Center
- Team/Player Housing
- Satellite College Campus
- Charter School Campus
- Family Entertainment Center:
  - Miniature Golf Courses
  - E-Sports Venue
  - Bowling Alley
  - Movie Theatre
  - Go Cart Tracks
  - Race Car Simulators
  - Sports Simulators
  - Paint Ball Venues
  - Beach Volleyball Area
- Hospitality Area:
  - Hotels
  - Restaurants
  - Office Space
  - Retail Space
- Residential Element
  - Student Housing
- Police Sub-Station in collaboration with the Town and County
- Firehouse in collaboration with the Town and County
- Water Facility in collaboration with the Town and County
- Sewage Treatment Facility in collaboration with the Town& County

A narrative is required for Town evaluation of all proposed General Plan Amendments. At a minimum, the narrative must address the following questions:

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

The current General Plan Land Use/Circulation classification is for a mix of Low-Medium Density Residential, Commercial and Office, which is incompatible with the commercial and residential mixed-use development proposed by this project. Specifically, the current classification would not allow for the development of the Grinders Sports Complex and all related facilities such as hotels, restaurants, movie theaters, and other consumer establishments.

2. Does the proposal conform with land use goals? Will the proposed change in land use or circulation do the following:

- a. Support the goals and policies of the General Plan;
- b. Conform to the proposed range of land uses, densities, and intensity of uses, hierarchy of transportation systems; and
- c. Avoid creation of isolated uses that will cause incompatible community form and a burden on services and circulation systems?

The proposal conforms with land use goals of the Town of Florence and County of Pinal to develop much-needed infrastructure and public recreational space to serve the greater community. This development would enhance the water, waste, energy, commercial, and recreational infrastructure of the community. The proposed land uses are not incompatible with the community and will only serve to augment existing services while creating new services in areas of need. On the contrary, the proposed changes to land use will support the demographics of the area and the goals of the town and county in developing infrastructure and amenities to support the demand for amenities.

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

The development is supported by access via public highways and other major access points such as international airports. The site has access to high quality water sources and existing drainage infrastructure. The site is within the service area for SRP and a nearby SRP substation will minimize the distance for electrical infrastructure.

Currently there is insufficient water and waste infrastructure to support the proposed development. We address this issue in detail in Question 4. We will participate with the Town of Florence to expand water, waste, and energy infrastructure capacity, which will also have the added benefit of serving nearby areas and reduce the strain on their current infrastructure.

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

The development will require both water and sewer system extensions and improvements. New capacity will have to be developed for both water and sewer. We will work with the town to improve the existing water wells and make them suitable for the development.

We will work closely with staff members from the Town of Florence and County of Pinal on the feasibility of these improvements and as to what actions would be required to achieve these goals. We will incorporate all advice and counsel into the planned development such that the capacity and quality of the systems, in addition to fully satisfying the needs of the project, the water and waste improvements can support existing and future development in the area.

This will have the effect of relieving demand on existing infrastructure and enable future development to incorporate the new infrastructure, increasing the economic viability of future projects, thereby making the infrastructure into a net-positive contribution over time.

Grinders is committed to working with the town and county to build out this water, waste, and energy infrastructure.

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

Grinders has held preliminary discussions with the town and county to discuss the demand the demand for police and fire services that will be created by the new development. We are committed to work with the town and county to work together to develop and construct a fire station and police substation. While it is reasonable to expect that the development itself will create demand for fire and police services, the construction of new facilities with the input of the respective departments will augment the capabilities of the departments and reduce the existing strain on demand for police and fire services to the community, rendering the impact of the project on such services as a net-zero or net-positive.

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

The Grinders Sports Complex will greatly enhance the State of Arizona, County of Pinal and the Town of Florence with its various entertainment, sports, recreation, hospitality and professional services. The facility will help to eliminate the shortage of outdoor and indoor sports/recreation venues for the local community, schools, the town and county. The outdoor fields will create open space areas for recreational activities and provide health and fitness programs for the citizens.

The local school districts will reap the benefits of high-quality sports and recreation facilities. In addition to the health and fitness aspects of the complex, the proposed Health and Rehabilitation services will provide immediate medical services to meet the needs of not only the athletes but also to the citizens of Florence and Pinal County.

In summary, the current community services are inadequate to meet the current demand. The development will greatly increase the town and county's ability to meet current and future demand for recreational facilities for children and adults as well as provide medical services to the area.

7. What is the proposed fiscal impact of future development based on evaluation of projected revenues and the additional cost of providing public facilities and

services to accommodate projected increases or decreases in population and development that could occur as a result of the General Plan Amendment?

The Grinders Sports Complex will have a positive and healthy economic impact on the State of Arizona, County of Pinal and the Town of Florence with the programs and events scheduled for the venue. The economic development will grow substantially in the first five years of its existence as the project establishes itself as a world-class facility. These events and programs will provide a destination location for players, and families to travel to from the entire country.

The project is primarily a commercial development though it will incorporate some residential units.

The development will offset the following negative impacts on:

- a) Schools by lowering the net housing rooftop count, reducing the residential population of the area, and building new school facilities as part of the development.
- b) Traffic by building out additional roadways and expanding capacity to lessen the impact on current streets.
- c) Safety by constructing a new fire station and police substation and lessening demand for services. A recreational complex has different needs than residential units.
- d) Energy by incorporating the use of solar panels.
- e) Air quality by incorporating large-scale green landscaping including natural grass and tree planting.

The development will also create the following positive impacts:

- a) Creating a high volume of sales tax revenue from multiple diversified revenue streams (e.g. hotels, a family entertainment district, sports and entertainment events at large venues, school facilities, and a medical facility) that will provide for economic stimulus and growth.
- b) Creating jobs in the hospitality, construction, service, and professional industries.
- c) Accentuate the town and county's master plans for existing parks and trails (e.g. Active Transportation General Plan) by adding new hiking trails and bike-friendly transportation infrastructure.
- d) Satisfy pent-up demand for recreational facilities.
- e) Drive tourism and outside investment to the area, benefiting businesses downstream from the development (e.g. gas stations, restaurants, grocers, other small businesses.)

In essence, Grinders will be a "One Stop Shop" satisfying the community's demand for amenities while also serving as an economic growth engine for the entire area. The project fits into the master plan with growth and development of infrastructure in the area as well as the residential growth. The fiscal impact will also include the direct creation of over 2,000 jobs for the area, as well as countless new opportunities that will flock to the

region and area as a result of the continuous traffic flood to the area driven by the sports complex.

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

The Grinders Sports Complex will increase the need in the local area for growth with streets and highways to handle the demand of attending events at the complex. The added visitor traffic will catalyze the local economy and encourage countless large, chain, and new businesses to invest in the community to meet the expanding demand. These new businesses will fill and expand the needs of the current and future residents for essential needs such as housing, grocery and essential shopping, and new schools to meet the increasing population.

Grinders Sports Group has already made a point of emphasis to include a CO2 impact analysis as a part of the full traffic study that is to be completed. Air quality is a vital reason so many residents have chosen to settle here in Arizona and why so many other continue to migrate into our communities year after year. To address the CO2 impact, Grinders will plant a large number of long-life trees and natural grass among other green landscaping within and around the athletic facilities of the property and golf course. This will create an aesthetically pleasing impact on the skyline for our neighbors and ensure the complex has a net positive emissions impact to our valuable air quality.

The complex has also addressed the demand for water and sewage with retention ponds and an on-site water treatment plant in addition to utilizing existing infrastructure serving the current site. The development will also expand infrastructure to meet current and future demand.

Grinders will incorporate solar panels to supplement energy generation. The facilities will utilize quality-controlled lighting to minimize bleeding of ambient light and maintain the atmosphere of Arizona nights. The complex will be serviced by electric vehicles where possible, including for public transit.

The facilities will incorporate green building and recycling programs to increase sustainability of the construction and lessen the impact on the environment.

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

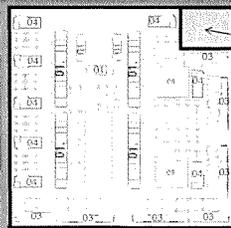
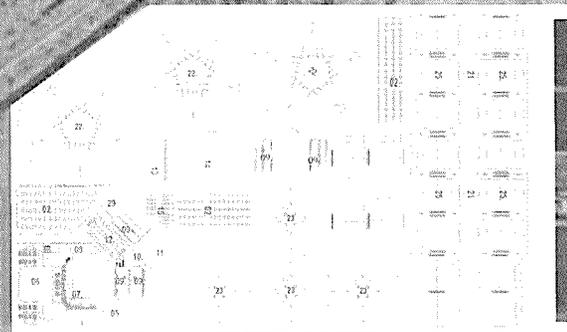
Current plans such as the Active Transportation General Plan recently passed by the Town of Florence Council substantiate the proposed amendment in that the project will accentuate and accelerate the goals of the plans to develop recreational public space,

create economic growth and jobs, and maintain the natural and human resources of the area.

Land Use/  
Circulation  
Exhibit



Water & Sewer Treatment Facility



Police/Fire

College Campus K-12 Academy

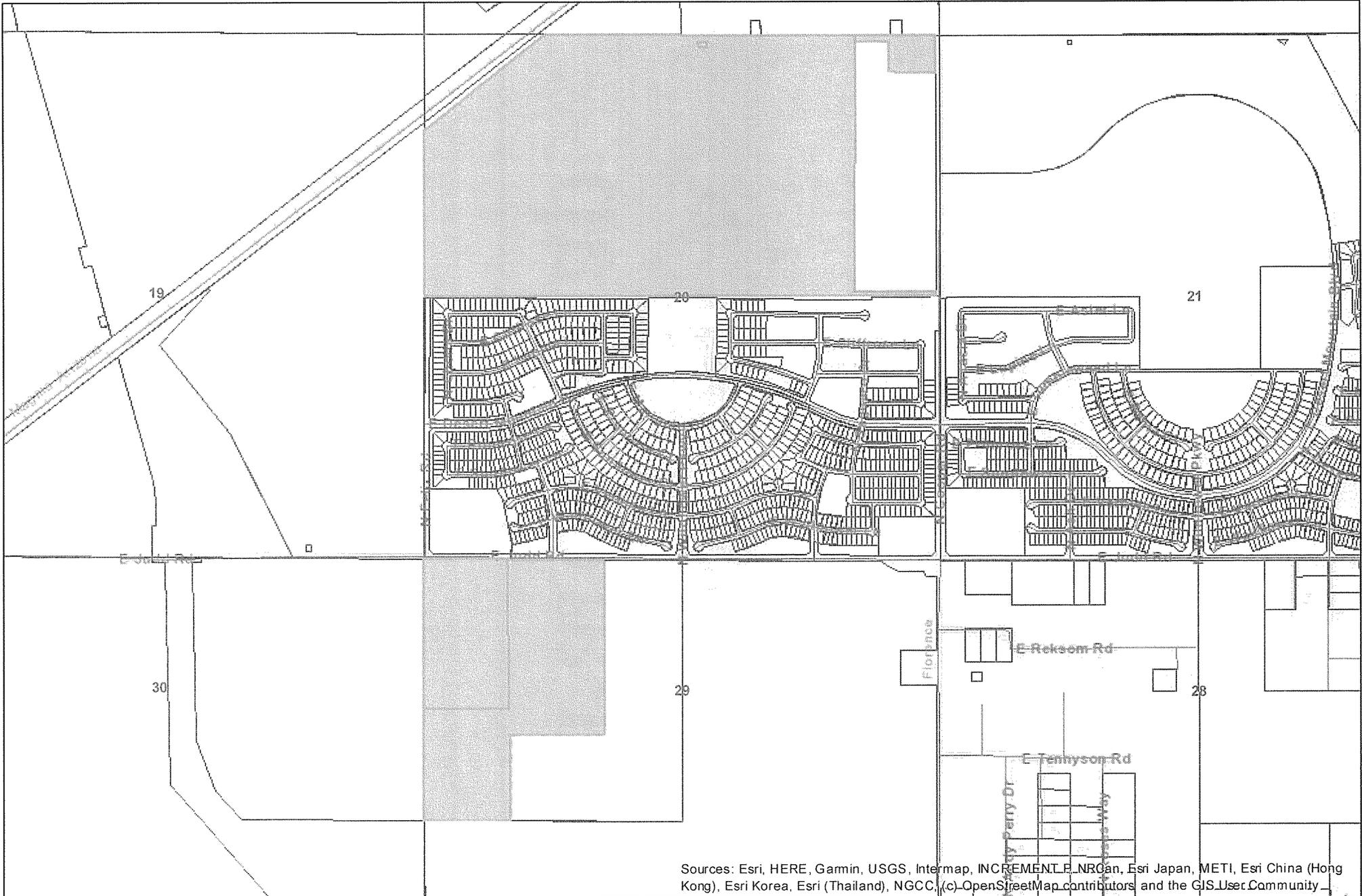
- LEGEND**
- 01. Retail Pad Site
  - 02. Surface Parking
  - 03. Hotel Pad Site (120 Keys)
  - 04. Restaurant Pad Site (8,000 SF Ea.)
  - 05. Indoor Batting/Infield Skin
  - 06. Indoor Basketball (10 Courts)
  - 07. Main Stadium (2,800 Seats)
  - 08. Administration Building (20,000 SF Floor Plates)
  - 09. Dormitory Building (135 Keys Ea.)
  - 10. Pedestrian Quad/Fountain
  - 11. Recreation Hall
  - 12. Turf Agility Field
  - 13. Olympic Pool/Diving Building
  - 14. Indoor 400M Track Building
  - 15. Outdoor Tennis Courts
  - 16. Water Retention Basins
  - 17. Five Pack (400' CF)
  - 18. Four Pack (400' CF)
  - 19. FUNGO Field
  - 20. Single Field (400' CF)
  - 21. Soccer Scouting/Restroom/Concession/Storage
  - 22. Five Pack
  - 23. Four Pack
  - 24. Four Pack (Pony Fields)
  - 25. Soccer Fields
  - 26. Bus Parking
  - 27. Pedestrian Bridge
  - 28. Maintenance Building & Umpire Lockers
  - 29. Golf Cart Rental/Storage

# GRINDERS SPORTS COMPLEX

SITE PLAN



# Assessor's Parcel Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENTAL, Navteq, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legal  
Descriptions  
(All Parcels)

One parcel of land located in the North half of Section 20, Township 3 South, Range 9 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, which is more specifically described as follows:

Beginning at the Northeast Corner of said Section 20; thence South 00 degrees 07 minutes 14 seconds East along the East line of said Section 20 a distance of 376.49 feet to the Northeasterly corner of Parcel "B"; thence North 89 degrees 24 minutes 25 seconds West along the North line of said Parcel "B" a distance of 404.67 feet; thence North 00 degrees, 34 minutes 15 seconds East following the boundary of Parcel "B" a distance of 17.22 feet; thence North 87 degrees 03 minutes 31 seconds West following the boundary of Parcel "B" a distance of 64.98 feet; thence North 00 degrees 10 minutes 50 seconds East following the boundary of Parcel "B" a distance of 287.69 feet; thence North 89 degrees 44 minutes 05 seconds West along the Northerly line of Parcel "B" a distance of 349.30 feet; thence North 00 degrees 03 minutes 43 seconds West a distance of 67.27 feet to a point on the North line of said Section 20; thence South 89 degrees 39 minutes 41 seconds East along the North line of Section 20 a distance of 818.06 feet to the Point of Beginning.

Area = 4.5463 acres

Together with the right to pump groundwater from any well located thereon.

Parcel No. 210-39-0050

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 29-3S-9E; THENCE WEST 935.74 FEET; THENCE NORTH 860.23 FEET; THENCE EAST 946.30 FEET; THENCE NORTH 1778.93 FEET; THENCE WEST 980 FEET; THENCE SOUTH 1517.22 FEET; THENCE WEST 923.77 FEET; THENCE SOUTH 1121.84 FEET TO THE POINT OF BEGINNING; SECTION 29-3S-9E, BEING 63.39 ACRES.

Parcel No. 210-44-0040

THE NORTH 1/2 OF SECTION 20-3S-9E; EXCEPT FOR THE EAST 818.73 FEET OF THE NORTH 2526.44 FEET; AND EXCEPT FOR THE 6.37 ACRES PCL IN THE NORTHWEST CORNER SOLD TO CAP AND MAGM RR; AND EXCEPT FOR THE SOUTH 50 FEET OF THE NORTH 118.83 FEET OF THE WEST 80 FEET OF THE EAST 2371.73 FEET THEREOF SECTION 20-3S-9E; BEING 256.06 ACRES.

Parcel No. 210-39-0080

BEGINNING AT THE NORTHEAST CORNER OF SECTION 20-3S-9E;  
THENCE WEST 2371.73 FEET; THENCE SOUTH 68.83 FEET TO THE  
POINT OF BEGINNING; THENCE SOUTH 50 FEET; THENCE WEST 80  
FEET; THENCE NORTH 50 FEET; THENCE EAST 80 FEET TO THE TRUE  
POINT OF BEGINNING, SECTION 20-3S-9E, .092 ACRES.

Parcel No. 210-39-0060

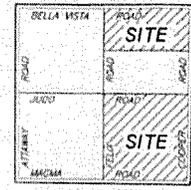
BEGINNING, at Northwest corner of Section Twenty-Nine (29), Township Three (3) South, Range Nine (9) East of the Gila and Salt River Base and Meridian, Pinal County, Arizona; thence South 89 Degrees 38 minutes 50 seconds East, along the Northerly line of said Section 29, a distance of 928.75 feet to a point from which the north quarter corner of said Section 29, a distance of 928.75 feet to a point from which the North quarter corner of said Section 29 bears South 89 degrees 38 minutes 50 seconds East, 1699.00 feet distance therefrom; thence South 0 degrees 09 minutes 06 seconds East, 1517.22 feet; thence North 89 degrees 38 minutes 35 seconds West, being parallel with and 1121.84 feet Northerly of the Southerly line of the Northwest quarter of said Section 29, a distance of 932.77 feet to a point of the Westerly line of the Northwest quarter of said Section 29; thence North (assuming bearing) along the Westerly line of said Section 29, a distance of 1517.11 feet to the POINT OF BEGINNING.

EXPECTING AND RESERVING all oil, gas and minerals as set forth in Book 81, of deeds, page 62, Pinal County Records.

Parcel No. 210-44-0020

# ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP

REVISIONS

ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

Arizona Surveying and Mapping  
ABSOLUTE CERTIFICATION SINCE 1988

2411 WEST NORTHERN AVENUE, SUITE 110  
P.O. BOX 3338  
PHOENIX, ARIZONA 85009-3455  
TEL (602) 246-9000 FAX (602) 246-9944  
INFO@ASAM.COM



FIELDWORK BY: LCD  
DRAWN BY: LCO/JA  
CHECKED BY: JCS  
JOB # POK-027  
DATE 04-12-06

SHEET NO. 1 OF 5

## LEGAL DESCRIPTION:

**PARCEL NO. 1:**  
THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH 00°07'14" EAST ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 376.49 FEET;  
THENCE SOUTH 89°24'25" WEST, A DISTANCE OF 404.67 FEET;  
THENCE NORTH 00°14'15" EAST, A DISTANCE OF 17.22 FEET;  
THENCE NORTH 87°01'31" WEST, A DISTANCE OF 64.98 FEET;  
THENCE NORTH 00°10'50" EAST, A DISTANCE OF 287.69 FEET;  
THENCE NORTH 89°44'05" WEST, A DISTANCE OF 348.30 FEET;  
THENCE NORTH 00°33'43" WEST, A DISTANCE OF 67.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20;  
THENCE SOUTH 89°39'41" EAST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 816.06 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 2:**  
THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 89°39'41" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 2,371.73 FEET;  
THENCE SOUTH 00°07'14" EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 00°10'50" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET;  
THENCE NORTH 00°07'14" WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 89°39'41" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 3:**  
THAT PORTION OF THE NORTH HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 89°39'41" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 2,371.73 FEET;  
THENCE SOUTH 00°07'14" EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 00°10'50" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET;  
THENCE NORTH 00°07'14" WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 89°39'41" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 4:**  
THAT PORTION OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 20; THENCE NORTH 00°07'14" WEST ALONG THE EAST LINE OF SECTION 20, A DISTANCE OF 2,663.63 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

**PARCEL 5:**  
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 20; THENCE NORTH 00°07'14" WEST ALONG THE EAST LINE OF SECTION 20, A DISTANCE OF 2,663.63 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°41'25" WEST, A DISTANCE OF 818.23 FEET;  
THENCE NORTH 00°34'05" WEST, A DISTANCE OF 2,548.36 FEET;  
THENCE SOUTH 89°44'05" WEST, A DISTANCE OF 348.30 FEET;  
THENCE SOUTH 00°10'50" WEST ALONG THE CENTER LINE OF A CONCRETE IRRIGATION DITCH, A DISTANCE OF 287.69 FEET;  
THENCE SOUTH 87°01'31" EAST ALONG THE CENTER LINE OF SAID CONCRETE IRRIGATION DITCH, A DISTANCE OF 64.98 FEET;  
THENCE SOUTH 00°34'15" WEST, A DISTANCE OF 17.22 FEET;  
THENCE SOUTH 89°24'25" EAST, A DISTANCE OF 404.67 FEET;  
THENCE SOUTH 00°07'14" WEST, A DISTANCE OF 2,238.75 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 6:**  
THAT AREA PATENTED TO MACMA ARIZONA RAILROAD COMPANY IN BOOK 51 OF DEEDS, PAGE 61, DESCRIBED AS FOLLOWS:

BEGINNING AT ENGINEER'S STATION 168 45.83, A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, FROM WHENCE THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 EAST BEARS SOUTH 34°38'47" WEST, 116.615 75 FEET, MORE OR LESS;

THENCE NORTH, 150.00 FEET;  
THENCE NORTH 85°40'50" EAST, 611.82 FEET;  
THENCE SOUTH 89°51' EAST, 320.74 FEET;  
THENCE SOUTH 82°48'30" WEST, 1,028.74 FEET;  
THENCE NORTH, 103.42 FEET TO THE POINT OF BEGINNING.

## PARCEL 3 CONTINUED:

**PARCEL 3:**  
THAT PORTION AS CONVEYED TO THE UNITED STATES OF AMERICA IN WARRANTY DEED RECORDED AS DOCKET 1088, PAGE 27, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTH BOUNDARY OF SAID SECTION 20, SOUTH 89°51'31" EAST, A DISTANCE OF 882.65 FEET;  
THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 82°16'46" WEST, 1088.38 FEET TO A POINT IN THE WEST BOUNDARY OF SAID SECTION 20;  
THENCE ALONG SAID WEST BOUNDARY, NORTH 00°19'58" WEST, 850.81 FEET TO SAID POINT OF BEGINNING.

**PARCEL 3:**  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 00°07'14" EAST ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 376.49 FEET;  
THENCE NORTH 00°14'15" EAST, A DISTANCE OF 17.22 FEET;  
THENCE NORTH 87°01'31" WEST, A DISTANCE OF 64.98 FEET;  
THENCE NORTH 00°10'50" WEST, A DISTANCE OF 287.69 FEET;  
THENCE NORTH 89°44'05" WEST, A DISTANCE OF 348.30 FEET;  
THENCE NORTH 00°33'43" WEST, A DISTANCE OF 67.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20;  
THENCE SOUTH 89°39'41" EAST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 816.06 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 89°39'41" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 2,371.73 FEET;  
THENCE SOUTH 00°07'14" EAST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 00°10'50" WEST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET;  
THENCE NORTH 00°07'14" WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 89°39'41" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 3:**  
THAT PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 00°07'14" EAST ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 115.69 FEET;  
THENCE NORTH 89°23'05" WEST, A DISTANCE OF 53.70 FEET;  
THENCE NORTH 89°38'50" WEST, A DISTANCE OF 263.72 FEET;  
THENCE NORTH 59°23'06" WEST, A DISTANCE OF 132.87 FEET;  
THENCE NORTH 00°08'02" WEST, A DISTANCE OF 25.75 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 29;  
THENCE SOUTH 89°42'08" EAST ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 582.40 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

EXCEPT THE NORTHWEST QUARTER THEREOF; AND

EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION AS CONVEYED TO THE UNITED STATES OF AMERICA IN WARRANTY DEED RECORDED AS DOCKET 1088, PAGE 27, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE ALONG THE WEST BOUNDARY OF SAID SECTION 29, NORTH 00°08'00" WEST, 486.97 FEET TO A POINT IN SAID WEST BOUNDARY THAT BEARS SOUTH 00°09'00" EAST, 4776.80 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 29;  
THENCE LEAVING SAID WEST BOUNDARY SOUTH 41°44'31" EAST, 482.23 FEET;  
THENCE SOUTH 48°25'42" EAST, 184.80 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID SECTION 29; THENCE BEARS SOUTH 00°14'24" WEST, 4788.36 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29;

## PARCEL 5 CONTINUED:

THENCE ALONG SAID SOUTH BOUNDARY SOUTH 89°51'08" WEST, 461.03 FEET TO THE POINT OF BEGINNING; AND EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°07'14" EAST ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 155.69 FEET;  
THENCE NORTH 89°41'14" WEST, A DISTANCE OF 115.05 FEET;  
THENCE NORTH 36°11'05" WEST, A DISTANCE OF 53.70 FEET;  
THENCE NORTH 89°30'05" WEST, A DISTANCE OF 263.72 FEET;  
THENCE NORTH 67°16'30" WEST, A DISTANCE OF 62.27 FEET;  
THENCE NORTH 59°23'06" WEST, A DISTANCE OF 132.87 FEET;  
THENCE NORTH 00°08'02" WEST, A DISTANCE OF 25.75 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 29;  
THENCE SOUTH 89°42'08" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 582.40 FEET TO THE POINT OF BEGINNING; AND

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62, COVERS THE NORTH HALF OF SECTION 29; AND

EXCEPT AN UNDIVIDED ONE-HALF (1/2) INTEREST IN ALL OIL, GAS AND MINERALS AS SET FORTH IN DOCKET 26, PAGE 533 (COVERS THE SOUTH HALF OF SECTION 29).

**PARCEL NO. 6:**  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 89°39'41" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 80.00 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°38'50" EAST, 1,690.00 FEET DISTANT THEREFROM;  
THENCE SOUTH 00°08'02" EAST, 1,517.22 FEET;  
THENCE NORTH 89°38'50" WEST, BEING PARALLEL WITH AND NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 932.74 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;  
THENCE NORTH ASSUMED BEARING ALONG THE WESTERLY LINE OF SAID SECTION 29, A DISTANCE OF 1,517.21 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 7:**  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 89°38'35" EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 932.74 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°38'35" WEST, 850.23 FEET;  
THENCE NORTH 00°08'02" EAST, BEING PARALLEL WITH THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 948.30 FEET;  
THENCE NORTH 00°08'02" EAST, 1728.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 29 AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°38'50" WEST, 1908.75 FEET DISTANT THEREFROM;  
THENCE SOUTH 89°38'50" EAST, ALONG THE SAID NORTHERLY LINE OF SECTION 29, A DISTANCE OF 719.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°01'11" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 2830.14 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 89°38'35" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1692.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 8:**  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 89°38'35" EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 932.74 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°38'35" WEST, 850.23 FEET;  
THENCE NORTH 00°08'02" EAST, BEING PARALLEL WITH THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 948.30 FEET;  
THENCE NORTH 00°08'02" EAST, 1728.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 29 AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°38'50" WEST, 1908.75 FEET DISTANT THEREFROM;  
THENCE SOUTH 89°38'50" EAST, ALONG THE SAID NORTHERLY LINE OF SECTION 29, A DISTANCE OF 719.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°01'11" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 2830.14 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 89°38'35" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1692.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 9:**  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 89°38'35" EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 932.74 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°38'35" WEST, 850.23 FEET;  
THENCE NORTH 00°08'02" EAST, BEING PARALLEL WITH THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 948.30 FEET;  
THENCE NORTH 00°08'02" EAST, 1728.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 29 AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°38'50" WEST, 1908.75 FEET DISTANT THEREFROM;  
THENCE SOUTH 89°38'50" EAST, ALONG THE SAID NORTHERLY LINE OF SECTION 29, A DISTANCE OF 719.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°01'11" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 2830.14 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 89°38'35" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1692.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

**PARCEL NO. 10:**  
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 89°38'35" EAST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 932.74 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°38'35" WEST, 850.23 FEET;  
THENCE NORTH 00°08'02" EAST, BEING PARALLEL WITH THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 948.30 FEET;  
THENCE NORTH 00°08'02" EAST, 1728.93 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 29 AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°38'50" WEST, 1908.75 FEET DISTANT THEREFROM;  
THENCE SOUTH 89°38'50" EAST, ALONG THE SAID NORTHERLY LINE OF SECTION 29, A DISTANCE OF 719.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29;  
THENCE SOUTH 00°01'11" WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 2830.14 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 89°38'35" WEST, ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1692.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

## PARCEL 8 CONTINUED:

THENCE SOUTH 89°38'35" EAST, BEING PARALLEL WITH THE SOUTHERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 932.74 FEET;  
THENCE NORTH 00°08'02" WEST, 1517.22 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 29 AND FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION 29 BEARS NORTH 89°38'50" WEST, 928.75 FEET DISTANT THEREFROM;  
THENCE SOUTH 89°38'50" EAST, ALONG THE SAID NORTHERLY LINE OF SECTION 29, A DISTANCE OF 880.00 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°38'50" EAST, 719.00 FEET DISTANT THEREFROM;  
THENCE NORTH 00°08'02" WEST, 1728.93 FEET;  
THENCE NORTH 89°38'35" WEST, BEING PARALLEL WITH AND NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 948.30 FEET;  
THENCE SOUTH 00°08'02" EAST, 860.23 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 29 AND FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°38'35" EAST, 1692.00 FEET DISTANT THEREFROM;  
THENCE NORTH 89°38'35" WEST, ALONG THE SOUTHERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 29, A DISTANCE OF 932.74 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS AND MINERALS AS RESERVED IN DEED RECORDED AS BOOK 81 OF DEEDS, PAGE 62.

## SURVEYOR'S NOTES:

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NUMBER MCS-218055-FHX1, DATED JANUARY 17, 2006 AT 7:30 A.M.
- IF A DISCREPANCY IS DISCOVERED IN THE TOPOGRAPHY OF THIS MAP THE SURVEYOR MUST BE CONTACTED TO RESOLVE ANY ISSUES PRIOR TO ANY CONSTRUCTION.
- THE LOCATION OF UNDERGROUND UTILITIES AS DEPICTED HEREON IS BASED ON INDISCREETLY FIELD LOCATED SURFACE FEATURES OF THESE UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE AND POSSIBLY INCOMPLETE. NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.
- RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 16, THERE IS ROAD CONSTRUCTION CURRENTLY BEING PERFORMED ALONG FELIX ROAD, JUDG ROAD AND COOPER ROAD.
- RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 17, THE SURVEYOR HAS NO KNOWLEDGE OF RIGHT OF WAY CHANGES IN THIS FIELD.
- RELATIVE TO OPTIONAL TABLE "A" ITEM NO. 18, THE SURVEYOR DID NOT OBSERVE ANY TANK WASTE DUMPINGS; HOWEVER THE SURVEYOR IS NOT PROFESSIONALLY TRAINED IN THIS FIELD.
- THE WORD "CERTIFY" OR "CERTIFICATE" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE, EXPRESS OR IMPLIED.

## CERTIFICATION:

TO: TAYLOR WOODROW/ARIZONA, INC., AN ARIZONA CORPORATION AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN, AND THE SURVEY ON WHICH IT IS BASED, WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD TITLE REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2003, AND INCLUDES ITEMS 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18 OF TABLE "A" THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDISCOVERED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ARIZONA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

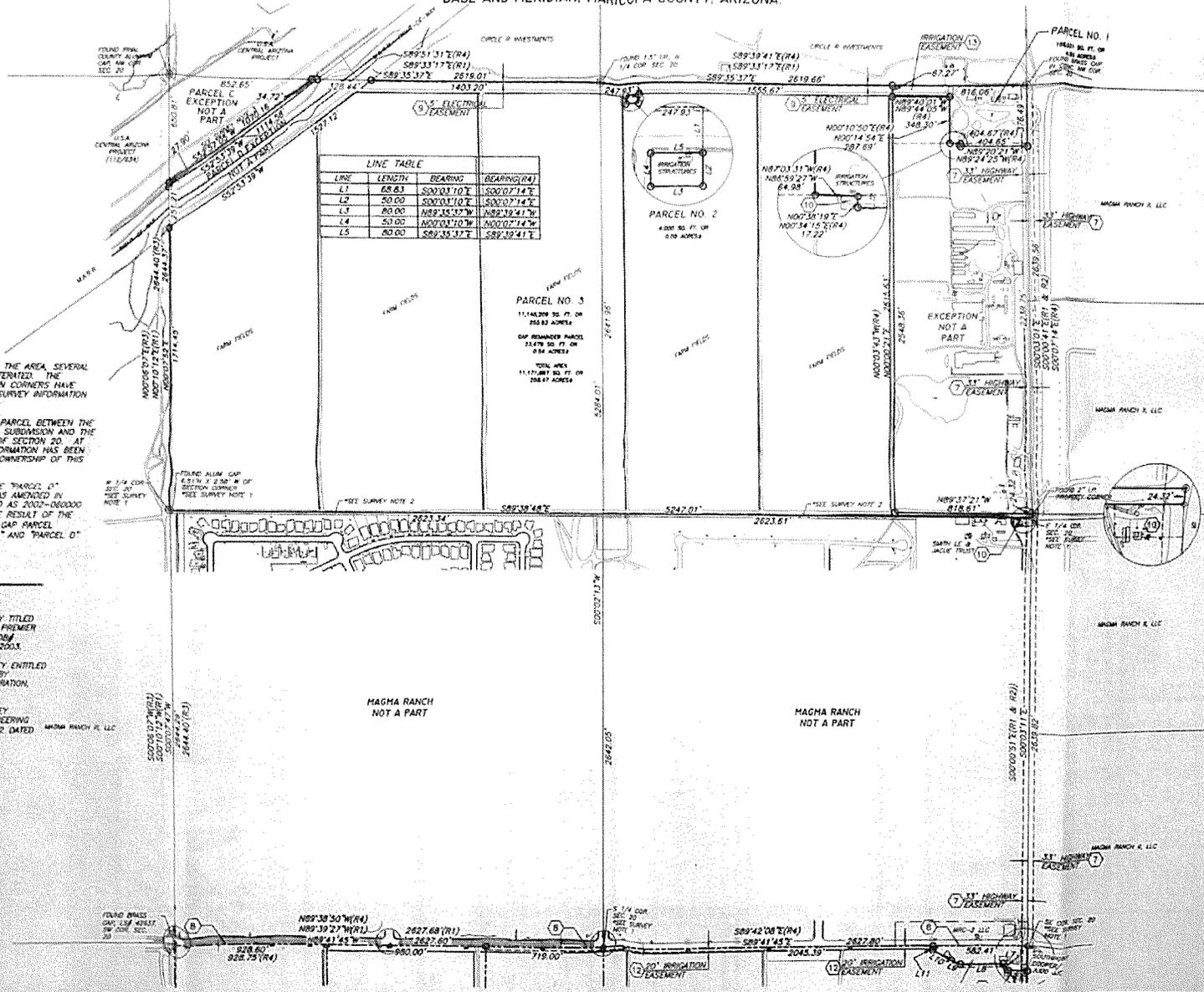
*[Signature]*  
JOHN A. STUSSY, RLS # 37259 05/18/06  
DATE



# ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REVISIONS



ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Arizona Surveying and Mapping

ABSOLUTE ACCURACY SINCE 1990  
P.O. BOX 35455, SUITE 110  
ZALU WEST NORTH, PHOENIX, ARIZONA 85069-5455  
TEL: (602) 242-9910 FAX: (602) 242-9914  
INFO@ASAMHI.COM



FIELDWORK BY: LCD  
DRAWN BY: ECCO/VA  
CHECKED BY: JAL  
JOB #: P06-027  
DATE: 04-12-06



SHEET NO.  
2  
2 OF 3

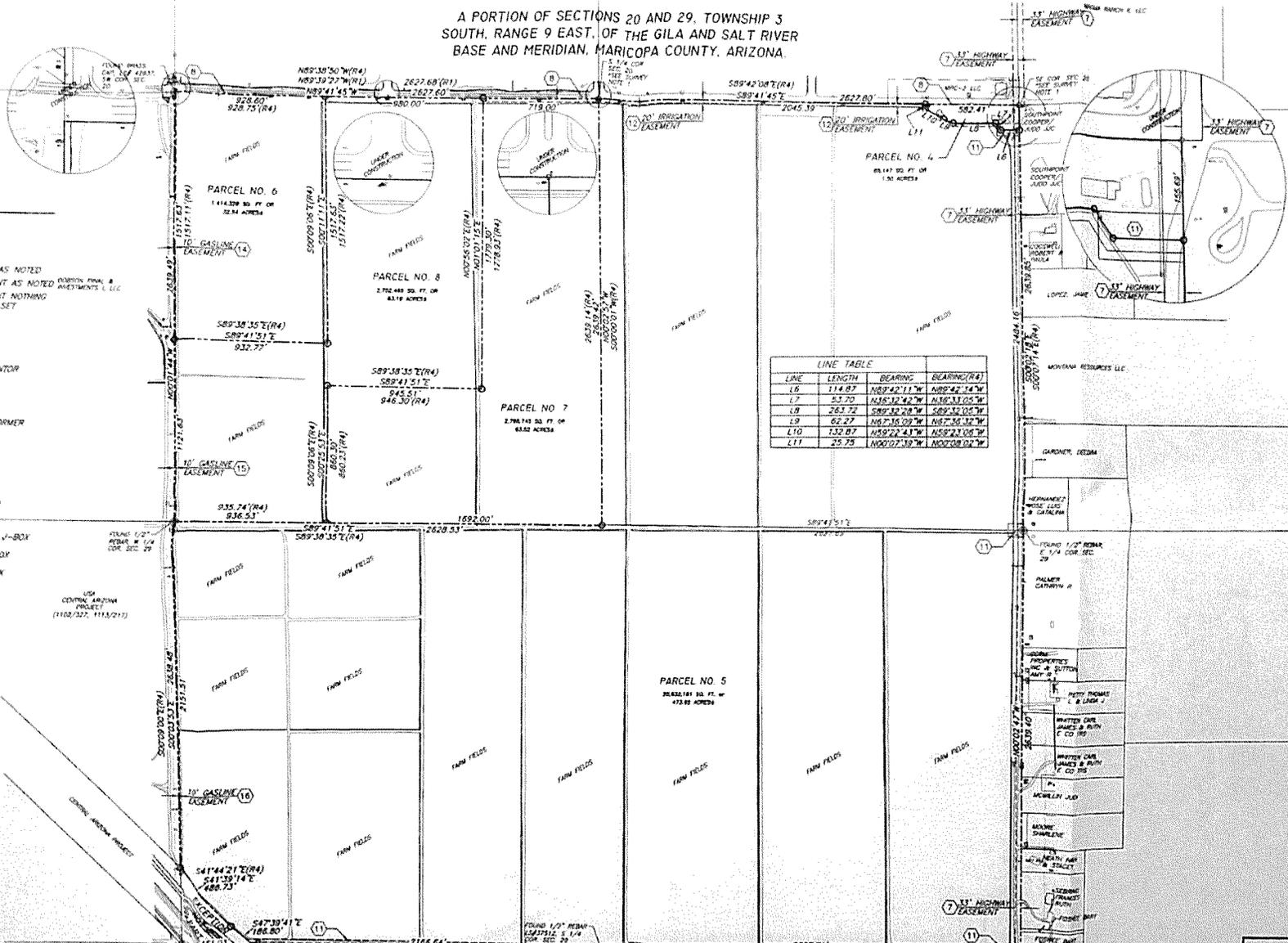
# ALTA/ACSM LAND TITLE SURVEY

A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

REVISIONS

### LEGEND:

- PROPERTY LINE
- MONUMENT LINE
- RIGHT OF WAY
- SET MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED POINT NOTHING FOUND/NOTHING SET
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- BACKFLOW PREVENTOR
- SEWER MANHOLE
- SEWER CLEANOUT
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC J-BOX
- STREET LIGHT
- POWER POLE
- GASLINE MARKER
- GAS VALVE
- COMMUNICATIONS J-BOX
- FIBER OPTIC J-BOX
- TELEPHONE J-BOX
- BOLLARD
- GUY WIRE
- SIGN



LINE	LENGTH	BEARING	BEARING (R/L)
L6	114.87	N89°42'17.74\"	N89°42'14.74\"
L7	21.70	N55°17'24.27\"	N55°17'05.74\"
L8	263.72	S89°32'28.74\"	S89°32'05.74\"
L9	62.27	N57°18'09.74\"	N57°16'32.74\"
L10	132.87	N59°22'43.74\"	N59°21'08.74\"
L11	25.75	N00°07'39.74\"	N00°08'02.74\"

ALTA/ACSM LAND TITLE SURVEY  
 A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 3 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Arizona Surveying and Mapping  
 ABSOLUTE CERTIFICATE SINCE 1989  
 P.O. BOX 31645  
 2411 WEST NORTHERN AVENUE, SUITE 110  
 PHOENIX, ARIZONA 85069-5655  
 TEL (602) 240-9010 FAX (602) 240-9944  
 INFO@ASAM.COM



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 DRAWN BY: LCD/JAS  
 CHECKED BY: JAS  
 JOB #: P04-027  
 DATE: 04-12-08



SHEET NO.  
 3  
 2 OF 3

# Owners' Authorizations

**OWNER'S AUTHORIZATION FORM**

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

I/we, the Undersigned, do hereby grant permission to: Grinders Sports Group, Inc.

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

Town of Florence, County of Pinal, Assessor's Parcel Numbers 210440040, 210440020, 210390080, 210390060, 210390050.

Owner(s) Guardian Angel Holdings LLC

Edward F. Barcello

Signature

Edward F. Barcello, Manager

Print or Type Name

Address

P.O. Box 3712, Gilbert, AZ 85299-3712

Telephone

480-213-9865

STATE OF ARIZONA )  
County of Maricopa )

ss

On this 28<sup>th</sup> day of April, 2020, before me, the undersigned Notary Public, personally appeared Edward F. Barcello, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that Edward F. Barcello executed the same.

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

My commission expires:

6/25/2022

Sharon Hunnicutt

Notary Public

