



The Mission of the Community Council is to facilitate a connected and welcoming community that instills pride and a sense of belonging in each DC Ranch resident. The Council's work includes visioning and facilitating initiatives that enhance residents' quality of life, serve collective interests and promote the DC Ranch brand. These benefits make DC Ranch a very special place to live.

DC Ranch Community Council Board of Directors BOARD MEETING
July 25, 2024 | 5:30 p.m.
Hybrid Meeting; Attendance welcome at The Homestead Community Center or via [Zoom](#)
(Council Board and Staff will be in person at The Homestead)

AGENDA

- | | | |
|-------|---|---|
| I. | Call to Order | Elizabeth Kepuraitis, Vice President |
| II. | Roll Call; Establish Quorum | Vice President Kepuraitis |
| III. | Adopt Agenda | Vice President Kepuraitis |
| IV. | Consent Agenda | Vice President Kepuraitis |
| | a. Approval of May 23, 2024 Meeting Minutes | |
| V. | Staff Reports | |
| | a. Staff Update | Jona Davis, Deputy Executive Director |
| | b. Spotlight: Arts & Education | Lindsay Vanegas, Arts & Ed. Coordinator |
| | c. Financial and Benefit Fee Report | Dee Nortman, Finance and Admin. Dir. |
| VI. | Old Business | |
| | a. Consideration of DCSIP Add Alternate: | Jenna Kohl, Executive Director |
| | i. Door Hardware (Reserve Item) | |
| VII. | New Business | |
| | a. Public Affairs: Consider Support of Ballot Measures | Chris Irish, Public Affairs Director |
| | b. Consider Policy Revision: Community Center Access | Jackie Flores, Comm Ctr/Amenities Dir. |
| | c. Consider Community Center Facility and Activity Waiver | Lynette Whitener, Events/Programs Dir. |
| VIII. | Member Open Forum | Vice President Kepuraitis |
| IX. | Adjourn Meeting | Vice President Kepuraitis |

COMMUNITY VALUES

- | | | |
|--------------------------------------|------------------------------|---|
| ●Sense of Community | ●Diversity and Inclusiveness | ●Family |
| ●Healthy Lifestyles | ●Lifelong Learning | ●Environmental Stewardship |
| ●Artistic and Cultural Opportunities | | ●Relationship with the Larger Community |



Staff Report

July 2024

Finance and Administration

- *2025 Budget Development.* The Director of Finance & Administration has distributed budget worksheets. Team members are developing budget proposals in accordance with Board and Executive Director established parameters and timeline.
- *Office Space.* Tenant improvements are underway at the new Ranch Offices at Canyon Village. Move-in is targeted for this fall. Communication plan for updating residents is in development.
- *Sustainability Committee.* The Sustainability Committee, a joint committee between Ranch Association and Community Council that was formed out of DCR2020, toured the recycling plant that serves Scottsdale. Look for an article on the visit written by committee member Rich Parrish in a future edition of Ranch News.
- *Scottsdale Police Community Engagement Forum.* Executive Director Kohl attended this forum, which DC Ranch hosted at The Homestead on May 28. This forum of community leaders is held by Scottsdale Police Department, who reported out on the following:
 - Burglary series: arrests in mid-March; no further incidents. Anticipated return so need to remain vigilant.
 - New Park Ranger Unit, providing support at city parks and the preserve.
 - Improved staffing and technology support in the department.
 - Fire department using grant funding to create fire breaks in the preserve.
 - Tips on securing your home during the summer while away: SPD Vacation Watch; Neighborhood Watch; Lock It Up; home automation; interactive cameras (inside and outside); suspend deliveries; hire a professional to monitor your home; post “no trespassing.”
- *Personnel.* Staff invested significant time in recruiting talented new individuals to join our team. Welcome the following new employees: Amanda Jones - Procurement Specialist; Cheri Maki – Executive Assistant; and Jeopardy La Rue – Graphic Design Coordinator.
- *Anniversaries.* Congratulations to team members that celebrated anniversaries in:
 - May: Gabriela Ozuna – 2 years.
 - June: Laura Spears – 4 years, Alaina Martoccia – 3 years and Nina Gertzman – 2 years.

Events, Programs and Recreation

- *Social Hour.* Social Hour continues to be a popular program with residents and consistently has a waitlist during peak season. Residents enjoy music, light bites and beverages with new and established residents. May hosted 33 residents and June hosted 36 residents.

- *DC Ranch Women's Club.* In May, 11 women expressed their creativity and took home their creations with a Bottle Painting Class at The Homestead. June kicked off the summer season as 18 ladies gathered for a happy hour at Isabella's Kitchen where they snacked on appetizers and drinks while overlooking the beautiful putting green.
- *Card and Game Clubs.* Hand and Foot Canasta Club met in May with 30 participants. Mah Jongg Club and the newly established Bridge Club will start this fall.
- *Fitness Classes.* All Levels Yoga, Yoga Basics, and Strength & Balance saw 120 registrants for May and June with a total of 31 drop-ins throughout both months. The Thursday Strength & Balance class was expanded from 1 day per week to 2 days per week starting in May due to resident request.
- *Health & Wellness.* In May, 20 residents discovered Mat Pilates at The Homestead. This gentle but effective form of exercise is designed to strengthen the core, improve posture and tone muscles.
- *Pickleball Club.* Despite warm temperatures, Pickleball Club continues to meet early on Sunday mornings with 88 residents participating in May and June.
- *Playhouse Production.* In May, over 700 audience members came to The Homestead to be wowed by The Homestead Playhouse's Production of Beauty and the Beast Jr. Thirty-four cast members ages 7-18 participated in the nearly 3-month process, rehearsing twice a week after school.
- *Creative Arts Workshop.* In May, Creative Color Studio guided 13 residents of all ages in painting an adorable hedgehog at Family Paint Night. This was the first Creative Arts Class for families created in response to a direct request from residents.
- *Starlight Concert Series.* The Starlight Concert Series at Market Street Park concluded in May with perfect weather where 190 participants enjoyed Retro Rock by the Lost Covers.
- *Summer Saturday.* In June, over 50 residents gathered on The Homestead veranda to participate in a fun bubble party. Families played with bubbles of all sizes, enjoyed the splash pad, sipped on bubble tea and created bubble art.
- *Tropical Tuesday.* Tropical Tuesday launched in June with over 65 residents in attendance between the two programs. These were created as alternative summer programs to give residents the opportunity to escape the heat during the Desert Camp renovation.
- *Comedy Night: Mind Games.* Residents had a chance to cool off at The Homestead for a night of laughs and mental illusions at June's Comedy Night: Mind Games. Fifty residents and their guests enjoyed light bites, beer and wine, along with tasty desserts while a mentalist interacted with audience members and illustrated mind-blowing tricks on stage.
- *Family Float Night.* Nearly 100 residents took the short trip to McDowell Mountain Ranch Aquatic Center for a night of swimming with diving boards, water slides, and lazy rivers to escape the heat. Families enjoyed pizza, sodas, and shaved ice. Family Float Night was created as an alternative summer program for Dive-In Movies during the Desert Camp renovation.

Community Engagement

- *New Resident Welcome.* Neighborhood Voting Members and community volunteers continue to welcome new residents each month with welcome bags. The reusable grocery totes include new resident welcome information, City of Scottsdale collateral, new resident free fitness pass, Ranch Cache bags, Ready Set Go! Kits, and sunshades. New residents are emailed monthly an invitation to Social Hours- a few seats are saved at this popular evening just for new residents.
- *Resident Leadership Academy.* Six residents graduated from the program and enjoyed a graduation celebration in early May at Vito's Italian Ristorante. Graduates received

certificates of completion, a leather portfolio gift, and information on further getting involved in the community. Many graduates have already volunteered for committee roles, Board of Director positions, and one graduate has started a resident-led Hiking Club that will launch this fall.

- *DC Ranch Ambassadors.* Ambassadors are utilized a few times each month to help promote activities and happenings within DC Ranch. Ambassadors have recently encouraged residents to invite neighbors to Comedy Night and Tropical Tuesdays.
- *DC Ranch Gives.* In May, resident volunteers assisted at Foothills Animal Rescue Resale Boutique by organizing donations, tidying shelves and clothing racks, and pricing items for resale. The Summer Donation Drive, Stock the Shelves for Homeward Bound, began June 1 with an excellent start. The goal is to collect 1,000 new, unused hygiene items and cleaning supplies through June and July to support Arizonans experiencing homelessness.

Communications

- *Summer Program Guide.* The Summer Program Guide was completed in May. The publication outlines events and programs in June, July, and August. A digital version was uploaded to DCRanch.com.
- *City of Scottsdale Mayoral Forum and Council Candidate Open House.* The Communications Team provided support in advertising the forum and open house to DC Ranch residents. Three Ranch-wide emails were sent to notify residents and two text messages were sent to remind residents day-of about these important opportunities to meet the candidates.
- *ADOT Loop 101 Construction.* The Communications Team continues to keep residents up to date on the project on overnight and weekend closures that affect access to the community via the freeway and Pima Rd./Princess Dr.
- *DCSIP Communication.* The Communications Team continues to send email updates regarding the project and keep DCRanch.com/DCSIP and other resources up to date. Since construction began, the team has shared a new update each week in the This Week on the Ranch email sent to residents every Monday. Many project photos and a “behind the screens” drone footage video have been featured over the past two months.
- *Historic Committee:* The committee began recording interviews with original residents for the oral history project.

Facilities

- *Community Center.* The Homestead Community Center continues to serve as the hub for residents during the Desert Camp Site Improvement Project (DCSIP). The lobby, veranda and Grand Hall were busy with 449 resident check-ins. Club and card drop-in use was not as active due to the summer weather and many residents away on vacation. May had 90 card drop-ins and 30 club users, and with no active clubs in June, The Homestead saw 89 drop-ins for cards. The Desert Camp outdoor amenities are still being enjoyed regardless of the heat, with 70 pickleball reservations between two courts, and 14 tennis reservations (one court). The Homestead front desk team has been active, doing hourly walk-throughs and keeping count of indoor and outdoor occupancy. The Homestead had 413 residents between the basketball, playground, and splash pad in June during staffed hours.
- *Facility Rentals.* The Homestead Community Center calendar remains open for rentals and has had a fair amount of activity in the past two months. Six facility rentals took place in May and June. The Homestead successfully hosted a Scottsdale Mayoral Forum and City Council Open House in June as well.

- *Facility Maintenance and Custodial.* The Maintenance and Custodial team continue to use the DCSIP closure to focus on deep cleaning and repairs at The Homestead and Gate Houses. Staff have been submitting and responding to work order submittals and have a completion rate of 87% for the month of June. Staff continue to work on many reserve projects completed concurrently with DCSIP. Staff reviewed proposals from a variety of vendors and selected a vendor to complete playground flooring maintenance, tennis court fencing and repainting, and basketball court resurfacing. Staff completed a Market Street Park (MSP) Tree Landscaping evaluation and set plans for the maintenance and refinishing of the MSP bridge.
- *DCSIP.* New construction concrete slabs were poured, and the building has started going vertical. Haydon Contractors and Architekton are proceeding with interior remodeling and new construction of the pickleball courts, fitness room and studio. Staff and vendors continue to collaborate on interior furniture, art, millwork, fitness equipment and technology including A/V and access hardware. The DC Ranch resident group toured the DCSIP project and saw both the old facility renovations and the vertical start to the new addition of the Fitness Center and Fitness Studio spaces.

Public Affairs

- *City Elections.* Chris Irish, Director of Public Affairs will be at the July board meeting to seek the board's approval for public support of the Scottsdale's two Ballot Initiatives. Both the Mayoral Candidate Forum and City Council Candidate Open House held at The Homestead in June were well received. Over 150 attended the Forum and about 60 attended the Open House. On August 26, DC Ranch will host a City Council Candidate Forum. The eligible candidates will be narrowed down to six or less from the July 30 primary election.
- *CFD.* On June 25 Scottsdale City Council voted for the FY24/25 Maintenance Budget to be \$107,000. Executive Director Kohl spoke on behalf of DC Ranch. DC Ranch residents' CFD secondary property taxes will increase by 28%, 24% is due to the Qasimyar legal action with less than 4% to the Maintenance Budget. Since Thompson Peak median maintenance is not included in the CFD, Chris requested the city write a separate Maintenance Reimbursement Agreement that is currently being reviewed. Those funds, approx. \$16,000, will go to the Ranch Association.
- *Bond Projects near DC Ranch.* Thompson Peak Bridge expansion was approved for design in the city's FY24/25 Budget. Construction is slated to follow in FY25/26, Chris will work with city council to ensure construction funding is approved next year as promised. The city is now estimating construction on the Dog Park to be completed in summer of 2025.
- *State Land.* On June 4, 75 acres at the SW corner of the 101 and Scottsdale Road sold for its a minimum bid of \$28M to an LLC which lists Anne O'Moore as agent. She is an attorney for YAM, Bob Parson's company, but it is unclear if YAM is behind this purchase. The Az. State Land Dept. (ASLD) cancelled the auction for the 110 acres the former Coyotes' owner hoped to buy. ASLD stated they wanted Mr. Meruelo to get the needed zoning change prior to auction. Mr. Meruelo responded by saying he was no longer interested in the land.
- *Mack Industrial project.* Mack has fenced their land to start plant salvage and grading. Phase One construction has changed. The first two buildings to be built will be C and D instead of A and B. Per DC Ranch's request, both the city and Mack have agreed that whenever possible, construction traffic will enter from Bell Rd.
- *Construction in DC Ranch.* The hotel pad in the Crossings has gone back on the market for sale. Progress is being made on getting the pieces in place for transition of The Legacy from developer to DC Ranch later this year.

- *Copper Ridge School.* The new principal, Brittany Walker, started on July 1. Chris sent a welcome note on behalf of the Community Council and will arrange for staff to meet Brittany once she gets settled in.



AUGUST 2024

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------------------|--|---|---|---|-------------------|--------------------------------|
| | | | | 1 Yoga Basics Strength & Balance | 2 | 3 |
| 4 Pickleball Club | 5 All Levels Yoga Strength & Balance | 6 Yoga Basics Strength & Balance | 7 All Levels Yoga Strength & Balance | 8 Yoga Basics Strength & Balance Women's Club: Qigong | 9 | 10 Back to School Bounce |
| 11 | 12 All Levels Yoga Strength & Balance | 13 Yoga Basics Strength & Balance | 14 All Levels Yoga Strength & Balance | 15 Yoga Basics Strength & Balance | 16 | 17 |
| 18 | 19 All Levels Yoga Strength & Balance | 20 Yoga Basics Strength & Balance | 21 All Levels Yoga Strength & Balance | 22 Yoga Basics Strength & Balance | 23 Social Hour | 24 |
| 25 Pickleball Club | 26 All Levels Yoga Strength & Balance City Council Candidate Forum | 27 Yoga Basics Strength & Balance | 28 All Levels Yoga Strength & Balance | 29 Yoga Basics Strength & Balance | 30 | 31 |

EVENTS AND PROGRAMS



Women's Club: Qigong

Thursday, Aug. 8 | 5 to 6 p.m.
The Homestead
Ages 18+ | [\\$12](#)

Learn how to optimize the energies of body, mind and spirit through powerful ancient sequences of movement, meditation and breath. This class is for all levels; no previous experience needed.



Back to School Bounce

Saturday, Aug. 10 | 2 to 3:30 p.m.
The Homestead
Ages 4-12 | [\\$12](#)

Kids are invited to escape the heat and join neighbors for some indoor fun, games, crafts and snacks. There will be multiple bounce houses and an obstacle course. Children must be 4+ and must attend with a parent or guardian. No fee for adults.



Social Hour

Friday, Aug. 23 | 5:30 to 6:30 p.m.
The Homestead
Ages 21+ | [RSVP](#)

Cool off indoors and enjoy a refreshment. These casual gatherings provide a nice way to end the week and chat with friends or get to know new neighbors. Light bites, beer and wine provided.



City Council Candidate Forum

Monday, Aug. 26 | 6 to 7 p.m.
The Homestead

Six candidates for Scottsdale City Council will be asked questions by a moderated panel. This is a convenient way to hear from the candidates and make a better informed vote during the general election on Nov. 5.

Scottsdale Progress and the Scottsdale Area Chamber of Commerce are partnering with DC Ranch for the event, which is open to the public. DC Ranch does not endorse any candidate.

FITNESS & WELLNESS



All Levels Yoga

Monday and Wednesday | 9 to 10 a.m.
The Homestead

Strength and Balance

Monday through Thursday | 10:30 to 11:30 a.m.
The Homestead

Yoga Basics

Tuesday and Thursday | 9 to 10 a.m.
The Homestead

Pickleball Club

Sunday | 7 to 10 a.m.
Desert Camp Courts
Club will not meet on Aug. 11 & 18



**DC Ranch Community Council
Financial Highlights – Director Analysis
for period ending June 30, 2024**

Summary by Fund - YTD

| | <u>Operating</u> | <u>Reserve</u> | <u>Capital</u> | <u>Total CC</u> |
|--------------------------------|---------------------|---------------------|-----------------------|-----------------------|
| Revenue | \$ 3,761,570 | \$ 57,379 | \$ 171,997 | \$ 3,990,946 |
| Expenses | 2,122,799 | 258,623 | 3,151,303 | 5,532,726 |
| Operating Income/(Loss) | \$ 1,638,770 | \$ (201,244) | \$ (2,979,306) | \$ (1,541,779) |
| Depreciation | - | - | 18,981 | 18,981 |
| Total Income/(Loss) | \$ 1,638,770 | \$ (201,244) | \$ (2,998,287) | \$ (1,560,760) |
| Transfers In/(Out) | (1,352,512) | 352,512 | 1,000,000 | - |
| Total Surplus/(Deficit) | \$ 286,258 | \$ 151,268 | \$ (1,998,287) | \$ (1,560,760) |

Revenue

Operating revenue for June totaled \$912k, higher than budget by \$393k (76%). Year-to-date revenue is favorable to budget by \$1 mil (38%). Significant variances to budget include:

- Community Benefit Fees came in \$88k (42%) higher than forecast for June. Benefit Fees YTD reflect a revenue surplus of \$735k (84%).
- Assessments are higher than budget due to the commercial lots that were estimated to be subtracted for the new Ranch Association maintenance facility, which has not been finalized.
- The management fee was recorded year-to-date in June. Shared staff costs were recalculated in accordance with the restructure; as a result the amount each entity is due/owes will differ from the original budget amount.
- Interest has a \$28k positive variance to budget due to a higher rate on the ICS account (high-yield savings account that is fully FDIC insured).

Expense

Operating expenses for June came in \$30k (8%) favorable to budget, with year-to-date expense \$65k (3%) lower than budget. A transfer of \$1 mil was made to the capital fund. Notable expense variances include:

Administration

- Personnel costs are \$26k higher than estimated in the budget YTD due to changes to the governance structure. Open positions and the recalculation of cost sharing amounts have offset this overage.
- Other administrative expenses are higher YTD than budget, mainly due to additional legal and professional fees.

Programs

- Program expenses are favorable to budget by \$51k YTD due to cost savings for spring events and the timing of expenses for community engagement and communications.

Facilities

- Facilities expense overall are \$52k below budget mainly due to the savings in utilities and contract services at Desert Camp. These savings are expected to continue until DCSIP is complete and Desert Camp Community Center reopens.

Reserve

- Reserve expenditures total \$259k so far for the year.
- Interest income totals \$57k YTD.

Capital

- The Desert Camp Site Improvement Project is on track with expenditures totaling \$1.1 mil in June and \$3.2 mil YTD.
- Depreciation expense (non-cash) totals \$19k for the year.
- Interest income totals \$172k YTD.

Balance Sheet/Cash Flow

- Operating cash on hand is equal to 3.41 months as of 6/30/2024. A couple of items to note here; a \$1 mil transfer was made to the capital fund in June, and the cash on hand requirement was lowered in accordance with the approved tenant improvement funding plan.
- There is \$6.8 mil in the capital fund and \$2.8 mil in the reserve fund. Reserves are currently 100.62% funded. This will change significantly with the addition of new DCSIP assets, as well as possible adjustments from the reserve study.

Looking Forward

- Future escrow amounts *in progress* are as follows:

| <u>Month</u> | <u>Currently in escrow</u> | <u>Budgeted Benefit Fees</u> |
|---------------------|-----------------------------------|-------------------------------------|
| July 2024 | \$301,023 | \$154,251 |
| August 2024 | \$45,838 | \$94,326 |

The Community Council remains in a strong financial position, reporting over \$1.3 mil in operating net income year-to-date. Community Benefit Fees are performing moderately above budget, with the total amount received already surpassing the annual budgeted amount. Any additional transfers to the capital fund will be considered if operating cash on hand approaches the six-month policy threshold.

DC RANCH COMMUNITY COUNCIL

STATEMENT OF REVENUE AND EXPENSE

For the Month and YTD Ending June 30, 2024

| | June 2024 | | | Year-to-Date | | | Annual |
|--|---------------------|---------------------|-------------------|-----------------------|-----------------------|---------------------|------------------|
| | Current Month | Budget | Budget Variance | Year to Date | Budget | Budget Variance | 2024 Budget |
| INCOME | | | | | | | |
| Residential Assessments | \$ 212,862 | \$ 212,862 | \$ - | \$ 1,277,172 | \$ 1,277,172 | \$ - | \$ 2,554,344 |
| Commercial Assessments | 75,660 | 73,554 | 2,106 | 453,960 | 441,324 | 12,636 | 882,648 |
| Community Council Benefit Fees | 296,406 | 208,735 | 87,671 | 1,612,050 | 876,567 | 735,483 | 1,500,000 |
| Total Assessment Revenue | 584,928 | 495,151 | 89,777 | 3,343,182 | 2,595,063 | 748,119 | 4,936,992 |
| Community Celebrations & Events | 1,196 | 1,150 | 46 | 10,508 | 10,500 | 8 | 24,500 |
| Community Programming | 3,224 | 1,580 | 1,644 | 44,192 | 37,078 | 7,114 | 83,940 |
| Total Program Revenue | 4,420 | 2,730 | 1,690 | 54,700 | 47,578 | 7,122 | 108,440 |
| Community Center Rentals | 935 | - | 935 | 6,935 | - | 6,935 | - |
| Resident Access | 80 | - | 80 | 340 | - | 340 | 1,000 |
| Total Facilities Revenue | 1,015 | - | 1,015 | 7,275 | - | 7,275 | 1,000 |
| Management Fee | 313,260 | 11,525 | 301,735 | 313,260 | 69,150 | 244,110 | 138,300 |
| Advertising | - | 3,600 | (3,600) | 360 | 3,960 | (3,600) | 8,280 |
| Interest | 8,367 | 2,385 | 5,982 | 42,793 | 14,310 | 28,483 | 28,613 |
| Other Income | - | 3,850 | (3,850) | - | 3,850 | (3,850) | 9,100 |
| Total Other Income | 321,627 | 21,360 | 300,267 | 356,413 | 91,270 | 265,143 | 184,293 |
| Total Operating Income | 911,990 | 519,241 | 392,749 | 3,761,570 | 2,733,911 | 1,027,659 | 5,230,725 |
| EXPENSES | | | | | | | |
| Reserve Contributions | 58,752 | 58,752 | - | 352,512 | 352,512 | - | 705,024 |
| Capital Contributions | 1,000,000 | - | 1,000,000 | 1,000,000 | - | 1,000,000 | - |
| Total Reserve Expense | 1,058,752 | 58,752 | 1,000,000 | 1,352,512 | 352,512 | 1,000,000 | 705,024 |
| Personnel Expenses | 219,935 | 228,699 | (8,764) | 1,395,689 | 1,372,194 | 23,495 | 2,827,270 |
| Administration | 16,552 | 17,562 | (1,010) | 140,841 | 124,566 | 16,275 | 270,645 |
| Travel/Mtgs/ERR | 1,341 | 3,565 | (2,224) | 18,038 | 31,517 | (13,479) | 69,620 |
| Total Administrative Expense | 237,828 | 249,826 | (11,998) | 1,554,568 | 1,528,277 | 26,291 | 3,167,535 |
| Community Celebrations & Events | 7,442 | 6,637 | 805 | 155,528 | 160,735 | (5,207) | 309,707 |
| Community Programming | 5,814 | 7,250 | (1,436) | 71,585 | 78,690 | (7,105) | 149,200 |
| Community Eng & Public Affairs | 3,813 | 6,195 | (2,382) | 22,001 | 46,595 | (24,594) | 69,245 |
| Communications | 898 | 5,664 | (4,766) | 28,735 | 43,086 | (14,351) | 74,720 |
| Total Program Expense | 17,968 | 25,746 | (7,778) | 277,849 | 329,106 | (51,257) | 602,872 |
| Ranch Offices | 17,645 | 17,747 | (102) | 115,225 | 114,482 | 743 | 220,964 |
| Desert Camp Community Center | 6,294 | 17,151 | (10,857) | 54,828 | 100,354 | (45,526) | 227,711 |
| The Homestead Community Ctr | 8,012 | 8,507 | (495) | 35,679 | 37,915 | (2,236) | 81,962 |
| MS Park/P&T/Seasonal Décor | 1,175 | 2,756 | (1,581) | 15,990 | 20,645 | (4,655) | 110,310 |
| Total Facilities Expense | 33,126 | 46,161 | (13,035) | 221,722 | 273,396 | (51,674) | 640,947 |
| Insurance (non-EE) & Taxes | 7,733 | 7,575 | 158 | 46,315 | 45,450 | 865 | 90,900 |
| Other Expenses | 4,010 | 2,074 | 1,936 | 22,346 | 11,840 | 10,506 | 23,447 |
| Total General Expense | 11,743 | 9,649 | 2,094 | 68,660 | 57,290 | 11,370 | 114,347 |
| Total Operating Expense | 1,359,416 | 390,134 | 969,282 | 3,475,311 | 2,540,581 | 934,730 | 5,230,725 |
| Operating Income/(Loss) | (447,426) | 129,107 | (576,533) | 286,258 | 193,330 | 92,928 | - |
| Reserve Net Income/(Loss) | 41,052 | 41,052 | 0 | 151,268 | 151,266 | 2 | - |
| Capital Net Income/(Loss) | (55,948) | (1,055,949) | 1,000,001 | (1,998,287) | (2,998,290) | 1,000,003 | - |
| Reserve & Capital Net Income/(Loss) | (14,896) | (1,014,897) | 1,000,001 | (1,847,019) | (2,847,024) | 1,000,005 | - |
| Total Net Income/(Loss) | \$ (462,323) | \$ (885,790) | \$ 423,467 | \$ (1,560,760) | \$ (2,653,694) | \$ 1,092,934 | \$ - |

DC RANCH COMMUNITY COUNCIL

BALANCE SHEET

At June 30, 2024

| | 6/30/2024 | 12/31/2023 | Y/Y Change |
|--|----------------------|----------------------|-----------------------|
| ASSETS | | | |
| OPERATING FUND | | | |
| Cash | \$ 1,295,117 | \$ 1,824,454 | \$ (529,337) |
| Petty Cash | 500 | 500 | - |
| TOTAL OPERATING CASH | 1,295,617 | 1,824,954 | (529,337) |
| RESERVE FUND | | | |
| Cash | 948,765 | 1,015,626 | (66,861) |
| Investments (Net) | 1,888,332 | 1,559,821 | 328,512 |
| TOTAL RESERVE FUND | 2,837,097 | 2,575,447 | 261,650 |
| CAPITAL FUND | | | |
| Cash | 2,769,869 | 3,000,016 | (230,148) |
| Investments (Net) | 3,997,137 | 4,977,784 | (980,647) |
| TOTAL CAPITAL FUND | 6,767,006 | 7,977,800 | (1,210,794) |
| Accounts Receivable (Net) | 59,318 | 10,872 | 48,447 |
| Intercompany Receivable | 578,104 | 254,131 | 323,973 |
| Prepaid Expenses | 112,585 | 95,333 | 17,252 |
| Interfund Transfers | - | 134,273 | (134,273) |
| Operating Lease Right-to-Use Asset | 88,105 | 88,105 | - |
| OTHER CURRENT ASSETS | 838,112 | 582,713 | 255,399 |
| PROPERTY, PLANT & EQUIPMENT | | | |
| Furniture & Fixtures | 28,459 | 28,459 | - |
| Vehicles & Equipment | 184,143 | 184,143 | - |
| Desert Camp Renovation(s) | 161,479 | 161,479 | - |
| Homestead Renovation(s) | 110,112 | 110,112 | - |
| Construction In Progress | 338,976 | - | 338,976 |
| TOTAL PROPERTY, PLANT & EQUIPMENT | 823,168 | 484,192 | 338,976 |
| <i>Less Accumulated Depreciation</i> | (380,393) | (361,412) | (18,981) |
| PROPERTY, PLANT AND EQUIPMENT, NET | 442,775 | 122,780 | 319,995 |
| TOTAL ASSETS | \$ 12,180,608 | \$ 13,083,695 | \$ (903,087) |
| LIABILITIES | | | |
| Accounts Payable | \$ 1,107,732 | \$ 96,328 | \$ 1,011,404 |
| Intercompany Payable | - | 224 | (224) |
| Accrued Liabilities | 187,208 | 355,066 | (167,858) |
| Deferred Revenue | 10,020 | 10,173 | (153) |
| Prepaid Assessments | 51,369 | 102,593 | (51,224) |
| Interfund Transfers | - | 134,273 | (134,273) |
| Operating Lease Right-to-Use Liability | 88,105 | 88,105 | - |
| TOTAL CURRENT LIABILITIES | 1,444,434 | 786,761 | 657,673 |
| TOTAL LIABILITIES | \$ 1,444,434 | \$ 786,761 | \$ 657,673 |
| NET ASSETS | | | |
| Reserve Equity | 2,663,792 | 2,663,792 | - |
| Capital Equity | 7,820,014 | 7,820,014 | - |
| Operating Equity | 1,813,127 | 1,813,127 | - |
| Current Year Profit/Loss | (1,560,760) | - | (1,560,760) |
| TOTAL NET ASSETS | \$ 10,736,173 | \$ 12,296,933 | \$ (1,560,760) |
| TOTAL LIABILITIES & NET ASSETS | \$ 12,180,608 | \$ 13,083,695 | \$ (903,087) |

DC RANCH COMMUNITY COUNCIL

STATEMENT OF CASH FLOW

Year-To-Date June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES

| | | |
|---|-----------|--------------------|
| Net Income (deficit) for period | \$ | (1,560,760) |
| Adjustments to reconcile Net Income (deficit) | | |
| Depreciation | | 18,981 |
| <i>(Increase)/Decrease in:</i> | | |
| Accounts Receivable | | (48,447) |
| Intercompany Receivable | | (323,973) |
| Prepaid Expense | | 9 |
| Prepaid Insurance | | (17,261) |
| <i>Increase/(Decrease) in:</i> | | |
| Accounts Payable | | 1,011,404 |
| Intercompany Payable | | (224) |
| Accrued Payroll Expenses | | 4,779 |
| Accrued Expenses | | (172,637) |
| Deferred Revenue | | (153) |
| Prepaid Assessments | | (51,224) |
| NET CASH FROM OPERATING ACTIVITIES | \$ | (1,139,505) |

CASH FLOWS FROM INVESTING ACTIVITIES

| | | |
|---|-----------|--------------------|
| Purchase of Property, Plant & Equipment (CIP) | | (338,976) |
| NET INCREASE (DECREASE) IN CASH | \$ | (1,478,481) |

| | | |
|---------------------------|----|------------|
| CASH, BEGINNING OF PERIOD | \$ | 12,378,201 |
|---------------------------|----|------------|

| | | |
|----------------------------|-----------|-------------------|
| CASH, END OF PERIOD | \$ | 10,899,720 |
|----------------------------|-----------|-------------------|

ADDITIONAL INFORMATION - OPERATING FUNDS REQUIREMENTS:

Per Board policy, operating funds should be between 3-6 months of budgeted annual operating expenses.

| | |
|---|---------------|
| Number of months budgeted expenses in cash, end of period: | 3.41 * |
|---|---------------|

| | | |
|---------------------------|----|-----------|
| Operating Cash at 6/30/24 | \$ | 1,295,617 |
|---------------------------|----|-----------|

| | | |
|--------------------------------------|----|-----------|
| Total 2024 operating budget expenses | \$ | 5,230,725 |
|--------------------------------------|----|-----------|

| | | |
|--|----|---------|
| MINIMUM - Average of three months | \$ | 968,705 |
|--|----|---------|

| |
|------------------------|
| Amount over minimum |
| \$ 326,912 |

| |
|-------------------------|
| Amount under minimum |
| N/A |

| | | |
|--|----|-----------|
| MAXIMUM - Average of six months | \$ | 2,276,387 |
|--|----|-----------|

| |
|------------------------|
| Amount over maximum |
| N/A |

| |
|-------------------------|
| Amount under maximum |
| \$ 980,770 |

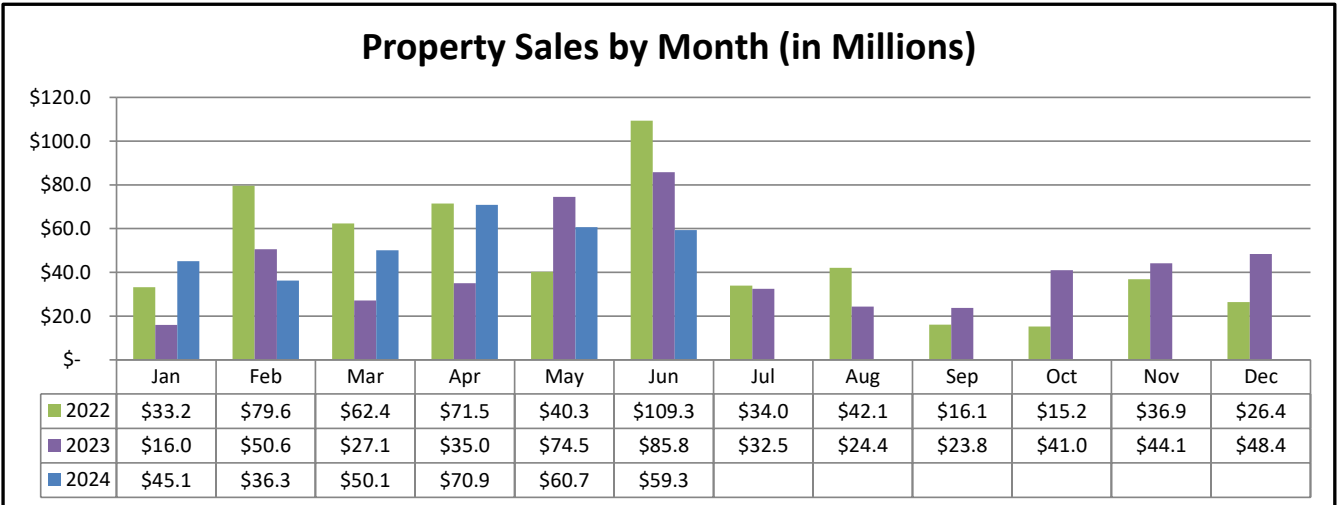
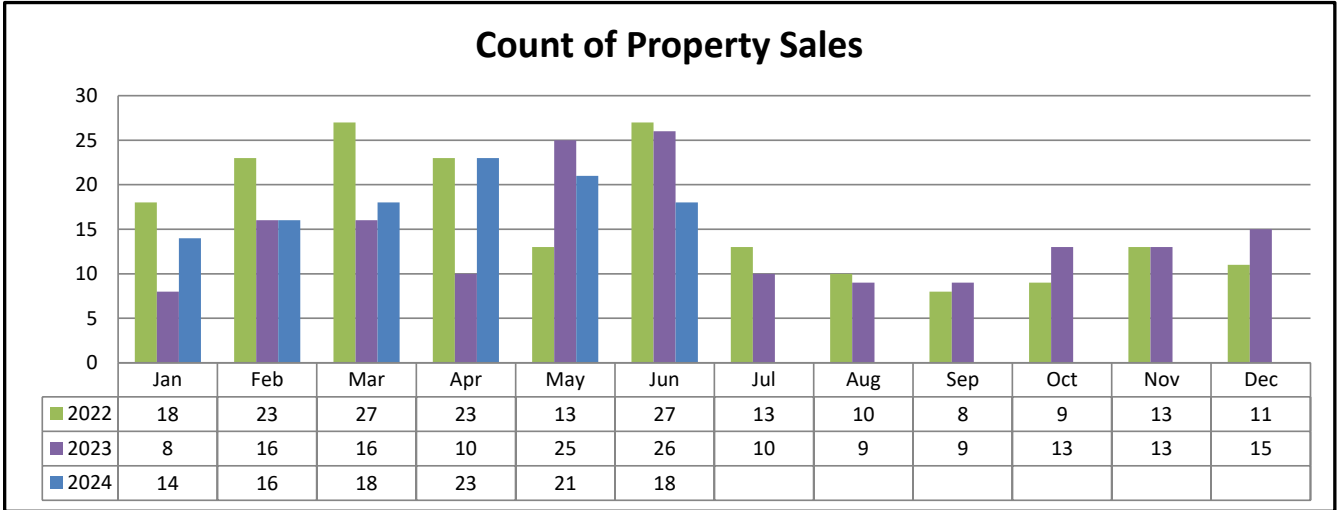
**Note: Cash on hand threshold has been adjusted, per tenant improvement funding plan.*

DC Ranch Community Council

Resale Benefit Fee Trend - June 2024

| Month | 2022 Actual | 2023 Actual | In Process | 2024 Actual | 2024 Budget | Budget Variance | Change from Prior Year |
|---------------------|---------------------|---------------------|-------------------|---------------------|---------------------|-------------------|------------------------|
| January | \$ 165,815 | \$ 80,113 | \$ - | \$ 225,406 | \$ 77,987 | \$ 147,419 | \$ 145,293 |
| February | 397,845 | 253,134 | - | 181,623 | 174,409 | 7,214 | (71,511) |
| March | 311,878 | 135,311 | - | 250,528 | 146,338 | 104,190 | 115,216 |
| April | 357,798 | 174,973 | - | 354,636 | 152,412 | 202,224 | 179,663 |
| May | 201,745 | 372,637 | - | 303,452 | 116,686 | 186,766 | (69,185) |
| June | 546,370 | 429,010 | - | 296,406 | 208,735 | 87,671 | (132,604) |
| July | 170,030 | 162,622 | 301,023 | - | 154,251 | - | - |
| August | 197,500 | 122,175 | 45,838 | - | 94,326 | - | - |
| September | 80,700 | 118,794 | 4,475 | - | 88,362 | - | - |
| October | 75,744 | 205,100 | 7,250 | - | 101,806 | - | - |
| November | 184,613 | 220,614 | - | - | 93,780 | - | - |
| December | 132,175 | 242,100 | 9,740 | - | 90,908 | - | - |
| Annual Total | \$ 2,822,213 | \$ 2,516,582 | \$ 368,325 | \$ 1,612,050 | \$ 1,500,000 | \$ 735,483 | \$ 166,872 |

| Property Sale Breakdown | | | | |
|-------------------------|-----------|------------|---------------------|---------------------|
| Location | June | YTD | Average Price | YTD Average |
| PU 1 - House | 3 | 24 | \$ 1,254,167 | \$ 1,342,308 |
| PU 2 - House | 3 | 27 | \$ 2,614,667 | \$ 1,616,654 |
| PU 4 - House | 2 | 13 | \$ 2,147,500 | \$ 2,737,692 |
| Silverleaf - House | 7 | 38 | \$ 4,769,286 | \$ 4,654,211 |
| PU 4 - Land | 0 | 1 | \$ - | \$ 1,000,000 |
| Silverleaf - Land | 3 | 7 | \$ 3,331,567 | \$ 4,727,814 |
| Commercial | 0 | 0 | \$ - | \$ - |
| Total/Average | 18 | 110 | \$ 3,293,400 | \$ 2,930,998 |





DC Ranch Community Council

To: DC Ranch Community Council Board of Directors
From: Jenna Kohl, Executive Director
Date: 7/12/2024
Subject: *July 25 Board Meeting Agenda Item Summary*

Here is a synopsis of the discussion items for the Board's July 25 meeting.

Staff Reports - Arts & Education Highlight

Arts & Education Coordinator Lindsay Vanegas will provide an overview of Arts & Education programming including a brief history, current offerings and preview for the next few years.

Old Business – DCSIP: Consider Approval of Door Hardware Reserve Project

Recommendation: Staff requests that the Board authorize add alternate door hardware in the amount of \$57,597.28, an increase to the overall project GMP, to be funded from the Reserve.

After re-inspecting the existing exterior and interior doors at Desert Camp, staff identified 17 doors that need refurbishment and new hardware. The doors identified include a variety of (100+) technical hardware pieces to accommodate (1) the new access and security system, (2) custom original and discontinued hardware sets and (3) worn outdoor levers and pulls. To complete the project staff would have to identify and hire multiple vendors and coordinate with Haydon to minimize the impact on the current construction schedule. Incorporating this repair and replacement project into the contract through Haydon promotes consistency with the overall project, efficiency, and timeliness. As with the previous change orders, this would be funded from the Reserve. Staff seeks Board approval to add this to Haydon's scope of work, utilizing existing vendors to ensure safety, quality and aesthetically attractive doors.

New Business - Public Affairs: Consider Support of Ballot Measures

Recommendation: Due to positive impacts for DC Ranch and Scottsdale, staff is recommending the board vote to publicly support two Scottsdale initiatives, Prop 490 and 491, that will be on the Nov. 5 ballot.

Director of Public Affairs Chris Irish will make a presentation and seek the board's approval. Due to the short timeframe, if the board votes in favor they will also be asked to approve the Engagement Plan for the initiatives. It contains background information on the initiatives and is included in this packet. Also included are drafts of a DC Ranch Statement and Ballot Arguments, which are provided for in the Engagement Plan and submitted here for board feedback.

New Business – Consider Community Center Access Policy Update

Recommendation: Staff recommends the Board approve the updated Access Policy and Fee Schedule so that it can be communicated to residents and implemented concurrently with the DCSIP beginning in October 2024.

Our mission is to provide community gathering spaces at both centers that are welcoming, well maintained, safety-oriented, aesthetically inviting, functional, and that serve the needs of DC Ranch residents. A critical component of our operations is resident access. As part of DCSIP, a new access and security system is being installed that allows staff to issue and monitor access more efficiently and accurately. Staff updated the existing Access Policy approved January 2021. to set the rules for Community Center Access defining resident status, resident access, definitions, verification, quantity, pricing, and expiration.

Key Notes:

- Policy defines who can access the community centers and defines Homeowners, Tenants, Adult Occupants, Caregivers/Authorized Users, as well as a 90-day seasonal adult occupant.
- Household access changes must be made on a household registration form.
- Defines tools to access to the facility (mobile app vs key fob).
- All other costs/fees remain the same.
- Guest policy continues to include 2 guests per resident up to a maximum of 4 guests per household.

New Business – Consider Community Center Facility Agreement and Activity Waiver Updates

Recommendation: That the board authorize staff to make the attorney-recommended changes to the Community Center Usage Agreement and Waiver (Facility Waiver) and Activity Release of Liability and Assumption of Risk (Activity Waiver) for implementation in fall 2024.

In preparation to implement a new access system, update policies and procedures, and mitigate risk to the community, staff has been working with legal to update the existing Community Center Usage Agreement and Waiver (Facility Waiver) along with the Activity Release of Liability and Assumption of Risk (Activity Waiver).

Facility Waiver – Each household will complete the Facility Waiver to use the community center amenities and gain access to Verkada (door access system) as well as have their CivicRec account approved (court reservations and activity registration).

Current Facility Waiver includes general community center rules, hours of operation, pool rules, fitness room rules, and a hold harmless.

Attorney recommendation:

- Facility Waiver to include general rules only that do not change. Remove hours of operation and individual space rules/guidelines (i.e. fitness, pool, etc.) which will be posted per space in the facilities and available on DCRanch.com.
- Include strengthened liability waiver, release and indemnification provisions.
- Facility Waiver executed by each resident.
- Parent or legal guardian should execute a Facility Waiver on behalf of each minor child 0-17.
- Guest(s) of a resident should execute the Facility Waiver.

Activity Waiver – Residents will agree to this statement when registering for an activity in CivicRec. It covers potential risk/injury, exposure, photo release, release of liability, and indemnification.

Residents agree to the Activity Waiver once per cart for all registered attendees.

Attorney recommendation:

- Continue to complete this for each registration (once per cart).
- Include the Activity Waiver on the receipt so that it is clear that it was agreed to.
- Update language to recognize that one resident often registers multiple individuals and that representation and warranty made by the registrant and that the registrant is authorized to agree to the terms of the Activity Waiver on behalf of all persons who the registrant signs up for the event.

Please reach out to Jenna Kohl in advance of the meeting with any questions or for additional information.

Attachments:

- Change Order Information: Door Hardware
- Proposed Engagement Plan for City of Scottsdale Ballot Initiatives
- Statement of Support for Ballot Initiatives
- Sample Ballot Arguments
- Proposed Community Center Access Fee Schedule – Redlined
- Proposed Community Center Access Fee Schedule – Clean
- Resident Access Policy from 2021 for reference
- Proposed Facilities Use Agreement, Liability Waiver, and Release
- Proposed Activity Release of Liability and Assumption of Risk
- Center Use Agreement and Waiver from 2021 for reference
- Activity Waiver from 2021 for reference



Haydon Companies, LLC
4640 E. Cotton Gin Loop
Phoenix, AZ 85040
Ph: 602-296-1496

Change Order

Project: 50-0018-01 DC Ranch Desert Camp Community Ce
9260 E. Desert Camp Drive
Scottsdale, AZ 85255

Change Order #: OCO-005 PCO 23

Date : 07/11/24

To (Contractor): Haydon Companies, LLC
4640 E. Cotton Gin Loop
Phoenix, AZ 85040

The Contract is changed as follows:

| | | |
|---------------|-------------------------|------------------|
| PCO-023 | Alternate Door Hardware | 57,597.28 |
| Total: | | 57,597.28 |

| | |
|--|--------------|
| The original Contract Amount was | 8,078,791.00 |
| Net change by previously authorized Change Orders | 354,553.04 |
| The Contract Amount prior to this Change Order was | 8,433,344.04 |
| The Contract will be increased by this Change Order in the amount of | 57,597.28 |
| The new Contract Amount including this Change Order will be | 8,490,941.32 |

The Contract Time will be unchanged.
The date of Substantial Completion as of the date of this Change Order therefore is 11/27/24

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Accepted By Contractor:

Haydon Companies, LLC
4640 E. Cotton Gin Loop
Phoenix, AZ 85040

By: 

Date: _____

Authorized By Owner:

DC Ranch Community Council
9260 E Desert Camp Drive
Scottsdale, AZ 85255

By: _____

Date: _____



Haydon Companies, LLC
 4640 E. Cotton Gin Loop
 Phoenix, AZ 85040
 Phone: 602-296-1496

Pending Change Order

To: DC Ranch Community Council
 9260 E Desert Camp Drive
 Scottsdale, AZ 85255
 Ph: 480-538-3583 Fax:

Number: PCO-023
Date: 05/28/2024
Job: 50-0018-01 DC Ranch Desert Camp Community Cent

Description: Alternate Door Hardware

Reason: Added Scope

Details: This Potential Change Order (PCO) is for the costs associated with Contract Qualifications dated 11.01.23, Doors and Windows item #4: New hardware or refurbishment of existing doors is excluded. This PCO includes the updated Alternate Hardware door sets per SK001, dated 5/16/24, refurbishing the existing doors and installing the replacement hardware.

Notes: This PCO will change the overall GMP.

| Description | | Estimated Cost |
|---------------|--|------------------|
| Item : | 1 <i>Installation & Refurbish Existing Doors with New Hardware</i> | |
| | <i>Provide installation and refurbish existing doors per alternate door hardware sets noted on SK001, updated Door Schedule dated 5/16/24.</i> | |
| | Hardware (Install) (Cursive) | 18,563.00 |
| | Subtotal Item 1 | 18,563.00 |
| Item : | 2 <i>Furnish Alternate Door Hardware for Existing Doors</i> | |
| | <i>Furnish only alternate door hardware sets per SK001, updated Door Schedule dated 5/16/24.</i> | |
| | DOOR HW (DH Pace) (Supply); Doors/ Frames/HDW Install | 28,965.00 |
| | Subtotal Item 2 | 28,965.00 |
| Item : | 3 <i>Added Electronic Access Control Hardware door 110B</i> | |
| | <i>Furnish and install additional access control equipment for door 110B as discussed directly with DC Ranch.</i> | |
| | Communications and Security System | 1,172.28 |
| | Subtotal Item 3 | 1,172.28 |
| Item : | 4 <i>Architect Added Services</i> | |
| | <i>Added design services for hardware revisions made by DC Ranch for the Alternate Hardware sets.</i> | |
| | DESIGN SERVICES | 900.00 |
| | Subtotal Item 4 | 900.00 |
| | BR Insurance | 0.75% 400.00 |
| | GL Insurance | 0.85% 457.00 |
| | Bond | 1.00% 542.00 |
| | Fee | 6.50% 3,735.00 |
| | Sales Tax | 5.23% 2,863.00 |
| | Total For Change Order | 57,597.28 |

Final schedule impact will be actualized for supply and installation once PCO is approved and hardware supplier provides confirmation from manufacture of shipment.



Engagement Plan for 2024 City of Scottsdale Ballot Initiatives:

Protect and Preserve Act and Expenditure Limit

Objective:

To monitor and participate in the Nov. 5, 2024, City of Scottsdale election through public support of two Ballot Initiatives, the Protect and Preserve Act and the Expenditure Limit, both placed on the ballot by Scottsdale City Council.

Background:

The City of Scottsdale will have two initiatives on the November ballot. The campaign to support is called 'Vote YES-YES.' The initiatives enable the City of Scottsdale to take care of its most prized assets, the Preserve, the Greenbelt and city parks, and the ability to spend the revenue it generates.

Caring for these assets, both for maintenance and safety issues, is critical to keeping property values high. With the Preserve in our backyard, DC Ranch wants to ensure it ages in a manner that our residents can continue to enjoy. While older parks in Scottsdale will get priority, parks near DC Ranch will also benefit down the road.

The Protect and Preserve Ballot Initiative guarantees 30 years of funding to maintain assets that directly impact Scottsdale's stature as a world-class city. The Expenditures Limit Ballot Initiative allows Scottsdale to spend its revenue as needed to ensure first-class services and amenities to its residents and tourists. Both Ballot Initiative will reflect positively on the DC Ranch brand.

Staff recommends that at the July 25, 2024 Community Council Board of Directors Meeting the board vote to publicly support both Ballot Initiatives.

The Protect and Preserve Act is a sales tax initiative.

- Currently Scottsdale has a .2% Preserve sales tax that funds the purchase of preserve land (2/10ths of 1 percent, not 2%).
- It will expire July 1, 2025.
- A citizen's committee was formed, they had 22 public meetings, and made the following recommendation:
 - Ask voters to continue the tax for 30 more years but at a reduced rate of .15%.
 - This would reduce Scottsdale's overall sales tax by .5%.

- The initiative changes how the funds will be used – from buying land to make the Preserve to maintaining and protecting the Preserve along with the Greenbelt and city parks.
- Scottsdale’s sales tax is lower than every other city in the Valley except Gilbert and Chandler.

The second initiative is the Expenditure Limit, sometimes referred to as a Permanent Base Adjustment.

- The Arizona state legislature sets the limit for how much a city can spend each year.
- Any increase in the limit must be approved by voters.
- Scottsdale has not asked for an increase in 18 years.
- The formula used by the state gives Scottsdale the 2nd lowest expenditure limit in the Valley.
 - Scottsdale is allowed to spend \$2,393 per capita.
 - The City of Maricopa has the highest spend at \$9,948 per capita.
 - Phoenix can spend \$7,015 per capita.
- If passed, the \$22M base adjustment will increase Scottsdale’s spending limit \$250 Million.
- It does not increase taxes or allow the city to spend more than it brings in.
- Scottsdale residents have high expectations for service and amenities, and yet the state allows other cities to spend much more than Scottsdale.
- It’s possible that if the expenditure limit is not raised, funds brought in by the Preserve and Protect Act might not be able to be spent as it could put Scottsdale over the limit.

The DC Ranch Community Council will provide updates to residents on the Public Affairs section of DCRanch.com. The Council welcomes input from any resident, Ranch Association, Covenant Commission member, and any other relevant group as it pertains to this engagement plan.

DC Ranch’s civil dialogue policy will be upheld: *Residents and DC Ranch employees shall conduct themselves in a manner that is civil and respectful, refraining from abusive, demeaning, or hostile language or behavior.*

The process below outlines the approach DC Ranch will take in support of the 2024 Ballot Initiatives:

Targeted audiences: DC Ranch residents, City Staff, Scottsdale Mayor and City Council, the public

- Approach: DC Ranch Community Council will:
- Write an official statement in support of the Ballot Initiatives to be shared with residents and the public.
 - Communicate through various articles and tools the positive impacts of the Ballot Initiatives on DC Ranch and Scottsdale.
 - Provide resources to where additional information on the Ballot Initiatives can be accessed.
 - Participate in various meetings and conversations with relevant groups as appropriate.
 - Inform residents of opportunities for individual engagement.
 - Provide updates to the Community Council and Ranch Association Boards and residents as information becomes available

DATE – Approved by Community Council Board of Directors
 Shared with Ranch Association Board of Directors

Spokesperson: Chris Irish with support from Jona Davis, and the DC Ranch communications team

News media inquiries: Attribute all quotes and comments to spokesperson

Resident questions: Direct to Chris Irish

Anticipated timeline: June 2024 – November 2024

- Key factors:
1. **Community Values/Quality of Life** – The Community Council has evaluated the Ballot Initiatives’ potential impact on DC Ranch’s community values and quality of life issues for residents.
 2. **Safety / Security** – The Community Council has considered the Ballot Initiatives’ potential impact on the community as it compares to safety and security matters.
 3. **Property Values** – The Community Council has considered the impact the Ballot Initiatives have on increasing or decreasing DC Ranch and/or Scottsdale property values.
 4. **Economic Impact** - The Community Council understands the direct impact of the Ballot Initiatives on Scottsdale’s sales tax and the overall economic benefits the Ballot Initiatives present to Scottsdale.
 5. **Scottsdale’s Stature** – The Community Council has considered how the Ballot Initiatives’ defeat may influence Scottsdale’s stature as a world-class city and its correlation to the DC Ranch brand.

DC Ranch Statement of Support for the 2024 Scottsdale Ballot Initiatives

Staff will adapt the statements as needed to address specific audiences and communication formats.

Short:

On behalf of the DC Ranch community-at-large, the DC Ranch Community Council announced its support of the 2024 City of Scottsdale's two Ballot Proposition 490 and 491 – The Protect and Preserve Act and the Expenditure Limit. The campaign to support is called 'Vote YES-YES.' The Protect and Preserve Act enables the City of Scottsdale to take care of its most prized assets, the Preserve, the Greenbelt and city parks. The Expenditure Limit allows the city the ability to spend more of the revenue it generates. Both initiatives will positively impact property values, Scottsdale's reputation as a world-class city, and the DC Ranch brand. Residents are encouraged to vote in favor of the two initiatives.

Long:

On behalf of the DC Ranch community-at-large, the DC Ranch Community Council announced its support of the 2024 City of Scottsdale's two Ballot Proposition 490 and 491 – The Protect and Preserve Act and the Expenditure Limit.

Prop 490, The Protect and Preserve Act, guarantees 30 years of funding to maintain the Preserve, the Greenbelt and city parks. With the Preserve in our backyard, DC Ranch wants to ensure it ages in a manner that our residents can continue to enjoy. While older parks in Scottsdale will get priority, parks near DC Ranch will also benefit down the road. The initiative implements a .15% sales tax; however, Scottsdale's overall sales tax will go down by .5% due to another tax retiring.

Prop 491, The Expenditure Limit, sometimes referred to as a Permanent Base Adjustment, allows the city to increase its expenditures by \$250 million a year. It does not increase taxes or allow the city to spend more than it brings in. The Arizona state legislature sets the limit for how much a city can spend annually. Scottsdale's is much lower per capita than Phoenix and most other valley cities. Scottsdale has not asked for an increase in 18 years.

Reinvestment in Scottsdale's amenities and programs for its citizens will positively impact property values, Scottsdale's reputation as a world-class city, and the DC Ranch brand.

The election is Nov. 5, 2024. Residents are encouraged to 'Vote YES-YES.'

For more information, contact Chris Irish, Director of Public Affairs, christine.irish@dcranchinc.com.

Sample Ballot Arguments for Prop 490 and 491

Text will be edited based on rules and once further ballot details are available.

Please join us To Protect and To Preserve the splendor of the McDowell Sonoran Preserve by voting YES on Prop 490.

The McDowell Sonoran Preserve is a cherished Scottsdale treasure, and the residents of DC Ranch are keenly aware of its value. In fact, the DC Ranch development was part of the creation of the Preserve. It's rooted in our community's identity. That's part of why we're asking you to vote YES on To Protect and To Preserve Scottsdale, Prop 490.

A YES vote will provide funds to keep the Preserve healthy and flourishing for decades. It will pay for extra brush trucks, increased invasive plant mitigation, and additional fire department resources. Recent wildfires have shown us this is incredibly important.

Prop 490 will also improve Scottsdale's parks and increase the Police Park Ranger Unit. It not only benefits the neighborhoods near the Preserve but ALL of Scottsdale. We believe Prop 490 is a wise investment.

While Prop 490 adds a .15% sales tax, Scottsdale's overall sales tax will decrease by .05% due to another tax retiring. And it's important to note, much of Scottsdale's sales tax is paid by visitors and tourists.

Reinvestment in Scottsdale's amenities will positively impact property values, Scottsdale's reputation as a world-class city and continue to maintain the amenities residents value and enjoy.

Please Vote YES on Proposition 490.

DC Ranch Community Council

Please join us in funding the services and programs Scottsdale residents value by voting YES on Prop 491.

Residents in DC Ranch, like residents throughout Scottsdale, appreciate the high quality of life and world-class amenities Scottsdale provides. Prop 491 The Expenditure Limit, sometimes referred to as a Permanent Base Adjustment, does not increase taxes or allow the city to spend more than it brings in.

The state legislature sets the limit for how much a city can spend annually. Scottsdale's is much lower per capita than Phoenix and most other valley cities. Any change must be approved by voters. Scottsdale has not asked voters for an increase in 18 years.

Prop 491 gives Scottsdale the ability to spend revenue the city has generated to provide and maintain amenities and services residents value and expect. It allows the city budget to keep pace with inflation without increasing taxes, making support of Prop 491 a good decision whether you live in DC Ranch or elsewhere in Scottsdale.

Please vote YES on Proposition 491.

DC Ranch Community Council



Community Center Access ~~Fobs/Cards~~ Fee Schedule

ACCESS:

Access to amenities, events, and programs are non-transferrable (cannot be shared with friends/family) and are forfeited if not used. To activate access to amenities, events, and programs, homeowner(s)/tenant(s) must complete a household registration ~~form~~ form, waivers, and provide a photo ID prior to issuing amenity and program access. Access changes must be completed in person by the homeowner/tenant.

Effective 10/1/24 homeowners/tenants 14+ will be granted access via mobile app upon successful completion of the household registration form, waivers, and Photo ID / lease verification. Key fob access will end 3/31/2025.

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Homeowners

- **Owner ~~Fobs/Cards~~Access:**
Each home/residential unit is granted access consistent with the completed household registration form and photo identification for . is allocated up to 2 complimentary fobs/cards provided to the named owners. Dependents 13 and younger must be accompanied by an adult 18+.
- **~~Owner~~Dependent ~~Fobs/Cards~~Access:**
~~Homeowner~~Homeowners may register dependent(s) consistent with the completed household registration form and photo identification. Dependents 13 and younger must be accompanied by an adult 18+. purchase up to 2 fobs/cards for dependents ages 14-25 for \$20 each (14-17 need guardian signature).
- **Adult Occupant 26+ ~~Fobs/Cards~~Access:**
Homeowner may register Additional Adult Occupant(s) age 26+, living in the home for 6+ months consistent with the completed household registration form and photo identification, may purchase up to 1 fob/card by the owner for 50% of the current annual assessment, charged annually from date of issuance.

Tenants

- **Tenant ~~Access: Fobs/Cards:~~**
Each tenant is granted access consistent with the completed household registration form, copy of their lease, and photo identification for . Tenants may purchase up to up to 2 people. fobs/cards for \$20 each after properly registering with The Ranch Office. Dependents 13 and younger must be accompanied by an adult 18+.
- **~~Tenant~~Dependent ~~Access: Fobs/Cards:~~**
~~Tenant~~Tenants may register dependent(s) consistent with their completed household registration form and a copy of their lease. Dependents 13 and younger must be accompanied by an adult 18+. purchase up to 2 fobs/cards for dependents ages 14-25 for \$20 each (14-17 need guardian signature).
- **Adult Occupant 26+ ~~Access: Fobs/Cards:~~**
Tenant may register Additional Adult Occupant age 26+, living in the home for 6+ months consistent with a completed household registration form and a photo Additional Adult Occupant age 26+, living

Adopted: (date)

**Fees are subject to change.

~~in the home for 6+ months, may purchase up to 1 fob/card by the tenant~~ for 50% of the current annual assessment, charged annually from date of issuance.

Caregiver/Authorized User:

- ~~Homeowner/tenant may register up to one (1) caregiver/authorized user (18+) not living in the household/residential unity (nanny, grandparent, nurse) with completed authorized user agreement and photo identification. Access is restricted to staffed hours and must accompany a homeowner/tenant. Caregiver cards may be purchased by the homeowner/tenant for \$150 per year with a copy of an employment agreement with valid DC Ranch address. Caregivers must accompany DC Ranch residents when using amenities.~~

90 Day Seasonal Adult Occupant 26+

- ~~Homeowner/tenant may register seasonal Additional Adult Occupant age 26+, consistent with the household registration form and photo identification, living in the home seasonally for up to 90 consecutive days (e. g. winter, summer, etc.) may purchase 1 fob by the homeowner/tenant for \$90 for 90 days; limit of one seasonal pass per person per year. Household usage limited to one seasonal pass per year.~~

Guests

- Each household is permitted up to 2 guests per person up to a maximum of 4 per family and must accompany and remain with guest(s) at all times.



Community Center Access Fee Schedule

ACCESS:

Access to amenities, events, and programs are non-transferrable (cannot be shared with friends/family) and are forfeited if not used. To activate access to amenities, events, and programs, homeowner(s)/tenant(s) must complete a household registration form, waivers, and provide a photo ID prior to issuing amenity and program access. Access changes must be completed in person by the homeowner/tenant.

Effective 10/1/24 homeowners/tenants 14+ will be granted access via mobile app upon successful completion of the household registration form, waivers, and Photo ID / lease verification. Key fob access will end 3/31/2025.

Homeowners

- **Owner Access:**
Each home/residential unit is granted access consistent with the completed household registration form and photo identification for two named owners.
- **Dependent Access:**
Homeowners may register dependent(s) consistent with the completed household registration form and photo identification. Dependents 13 and younger must be accompanied by an adult 18+.
- **Adult Occupant 26+Access:**
Homeowner may register Additional Adult Occupant(s) age 26+, living in the home for 6+ months consistent with the completed household registration form and photo identification for 50% of the current annual assessment, charged annually from date of issuance.

Tenants

- **Tenant Access:**
Each tenant is granted access consistent with the completed household registration form, copy of their lease, and photo identification for up to 2 people.
- **Dependent Access:**
Tenants may register dependent(s) consistent with their completed household registration form and a copy of their lease. Dependents 13 and younger must be accompanied by an adult 18+.
- **Adult Occupant 26+Access:**
Tenant may register Additional Adult Occupant age 26+, living in the home for 6+ months consistent with a completed household registration form and a photo for 50% of the current annual assessment, charged annually from date of issuance.

Caregiver/Authorized User:

- Homeowner/tenant may register up to one (1) caregiver/authorized user (18+) not living in the household/residential unity (nanny, grandparent, nurse) with completed authorized user agreement and photo identification. Access is restricted to staffed hours and must accompany a homeowner/tenant.

90 Day Seasonal Adult Occupant 26+

- Homeowner/tenant may register seasonal Adult Occupant age 26+, consistent with the household registration form and photo identification, living in the home seasonally for up to 90 consecutive days (e. g. winter, summer, etc.) for \$90Household usage limited to one seasonal pass per year.

Guests

- Each household is permitted up to 2 guests per person up to a maximum of 4 per family and must accompany and remain with guest(s) at all times.



Community Center Resident Access Policy

OBJECTIVE:

Section 3.2 of the DC Ranch Community Council Amended and Restated Declaration of Covenants and Easements provides the basis for the Community Council Board to adopt, modify and repeal rules governing the access to and the use of the Community Centers. This policy sets forth the rules for the Community Center Access defining resident status, resident access, definitions, verification, quantity, pricing, and expiration.

RESIDENT STATUS:

Properly registered homeowner(s)/tenant(s) of a home/residential unit in good standing and qualified occupants of the home/residential unit as defined herein are permitted access to DC Ranch Community Council amenities, events, and programs.

ACCESS:

Access to amenities is non-transferrable (cannot be shared with friends/family) and forfeited if not used. Homeowner(s)/tenant(s) must complete a household registration form to activate access to amenities. Under unique or special circumstances, DC Ranch Community Council staff have the right to modify the policies and procedures as determined appropriate and in the best interest of DC Ranch residents, staff and facilities.

DEFINITIONS:

Homeowner*: Immediate members of the household and their children dependents as defined herein.

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Tenants: Registered tenants with The Ranch Office and their children dependents as defined herein.

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Dependents: Person(s) residing in the household 25 and under

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Adult Occupant 26+: Person(s) other than the homeowner or registered tenant, occupying a home/unit, or any portion thereof for more than 6 months a year (parent, adult child, niece).

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Caregiver/Authorized User: Person caring for a DC Ranch family homeowner/tenant and not living in the household (must be accompanied by DC Ranch resident homeowner/tenant)

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Guest(s): Family and/or friends staying for a short period of time or temporarily will fall under the guest guidelines of 2 guests per resident or 4 guests for the home/unit and must be accompanied by the resident.

*Homeowner surrenders access to tenant during lease

VERIFICATION:

Residents-Homeowners and tenants requesting access to amenities will be verified by staff, and through The Ranch Office and/or asked to provide a photo ID. Tenants are required to bring and/or a copy of current lease or rental agreement.

QUANTITY, PRICING & EXPIRATION:

See Community Center Access Fobs/Cards-Fee Schedule for quantity access parameters, pricing, and expiration.

Adopted by the DCRCC Board of Directors: January 28, 2021

**DC Ranch
FACILITIES USAGE AGREEMENT, LIABILITY WAIVER, AND RELEASE**

As consideration for being permitted by the DC Ranch Community Council Inc. and DC Ranch Association Inc., each an Arizona non-profit corporation (collectively, “**DC Ranch**”) to use DC Ranch community centers, pools, courts, facilities, services, equipment, and premises (collectively, the “**Facilities**”), and in recognition of DC Ranch’s reliance hereon, I agree to all terms and conditions set forth in this Usage Agreement, Liability Waiver and Release (this “**Agreement**”).

General Facilities Rules

I hereby acknowledge, understand, and agree to abide by the following rules in my use of the Facilities:

- Use of DC Ranch Facilities is a privilege and participants are expected to be good citizens and respect the rights of others. Individuals who engage in unacceptable or irresponsible behavior may have their access revoked or modified indefinitely.
- Residents and guests shall abide by the posted rules, policies, and community-wide standards at all times, which can be found on DCRanch.com.
- Homeowners and properly registered tenants must register their household to gain access to the Facilities and have access to DC Ranch activities.
 - Residents may have 2 guests per resident up to a maximum of 4 per household and must be accompanied by the registered resident at all times.
 - Properly registered Caregivers/Authorized Users must be accompanied by a registered resident at all times, and only have access with dependent residents during staffed hours.
 - Homeowners must delegate access to tenants when leasing property or the tenant will not have access as registration is per household.
 - Minors 13 and under must be accompanied by an adult/guardian 18 yrs. or older
- All guest(s) must fill out an Agreement to be granted access while accompanied by a properly registered resident. Residents are responsible for ensuring their guests have completed a copy of this Agreement.
- Firearms or other deadly weapons are not permitted in DC Ranch Facilities or at DC Ranch activities.
- The use of or participation in DC Ranch Facilities, amenities, activities and any corresponding programming conducted on property, including, but not limited to fitness center, fitness studio, pool, tennis courts, pickleball courts, basketball courts, paths & trails, playgrounds or any other common areas are use at your own risk.
- Smoking, vaping, and all use of tobacco products are not permitted in or around the Facilities.
- Report any damaged or broken equipment to staff or Community Patrol at 480-473-7362 for after-hours situations.
- Bicycles, roller blades, skateboards and heeies are not permitted inside the community centers and where noted on the properties, per community-wide standards.

- Obscene language, gestures, inappropriate displays of affection nor participants under the influence of alcohol or drugs will not be tolerated.
- Appropriate attire is required at all times. Shoes are recommended to be worn at all times depending on the space being used. No bare feet or swimsuits allowed in indoor common areas.
- Security cameras are in use in public spaces and may be used to monitor and/or record all actions and behavior. Videos may be used by DC Ranch Community Patrol, staff, and law enforcement to address rule violations, behavior concerns, or illegal activity.
- DC Ranch is not responsible for lost or stolen property. Lost and found items are located at the Desert Camp Community Center for a minimum of two weeks.

I understand that the foregoing is not necessarily an exhaustive list of all policies, procedures, and rules associated with the Facilities. DC Ranch reserves the right to supplement or revise any policies, rules, schedules, etc. as circumstances change (peak usage, emergencies, changes in personnel, etc.). Posted signage may contain specific rules for certain areas of the Facilities. Rules, policies, and community-wide standards are available on DCRanch.com.

Liability Waiver, Release, and Indemnification

I understand and acknowledge that my use of the Facilities is potentially dangerous and can involve risks of physical injury and property damage. I hereby agree to accept and assume any and all risks of injury, disability, death, and property damage arising from my use of the Facilities. I acknowledge that participation in the activities may involve risks of the nature described below. I recognize and fully understand that the following list is not complete and is not an exhaustive list of all risks associated with the activities.

- Physical injury, disability or death resulting from physical strain, being struck by a ball or other participants, collision with fixed objects or other participants, slipping, falling, or a lack of proper safety measures;
- Physiological results of strenuous activity or lack of hydration, such as abnormal blood pressure, fainting, heart attack, or death;
- Injury resulting from the negligence, omissions, or disorderly conduct committed by me or others;
- Injury resulting from overconsumption of alcohol; and
- Drowning. I understand and acknowledge that there is no lifeguard on duty at the pool facilities at DC Ranch and I knowingly and willingly assume all risks associated with swimming without the presence of a lifeguard including drowning, and other water-related injuries.

I am aware that my use of the Facilities involves possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19. I will not use the Facilities if I am experiencing symptoms of or tested positive for an infectious disease.

I hereby expressly waive and release any and all claims, now known or hereafter known, against DC Ranch, and their officers, directors, managers, employees, agents, affiliates,

successors, clubs, and assigns (collectively, “**Released Parties**”) arising out of my use of the Facilities. I expressly waive and agree not to make or bring any such claim against DC Ranch or other Released Parties. I forever release and discharge DC Ranch and all other Released Parties from liability under such claims.

I shall defend, indemnify, and hold harmless DC Ranch and all other Released Parties against any and all loss, damages, liabilities, deficiencies, claims, judgments, settlements, costs, or expenses of whatever kind, including attorney fees and costs, and the cost of pursuing any insurance providers arising out of any claim of a third party related to my use of the Facilities.

This Agreement shall be effective and binding upon my spouse, legal partner, heirs, next of kin, executors, administrators, successors, and assigns in the event of personal injury, including death or illness, or property damage.

Photo Release

By using the Facilities, I hereby grant DC Ranch the irrevocable right and permission to photograph or record my use of the Facilities, and to use such photographs or recordings for all purposes, including, without limitation, advertising and promotional purposes and other commercial purposes in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph or recording. I further understand and agree that I shall not be entitled to compensation of any kind for such use of any photograph or recording.

General Terms

If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding shall not affect any other term or provision of this Agreement. All matters arising out of relating to this Agreement or the use of the Facilities shall be governed and construed in accordance with the laws of the State of Arizona. Any claim or cause of action arising out of this Agreement or the use of the Facilities shall be brought in the state or federal courts located in Maricopa County, Arizona, and I consent to the exclusive jurisdiction of such courts.

By signing this Agreement, I acknowledge that I have read and agreed to the General Facilities Rules, Liability Waiver, Release, and Indemnification, and Photo Release contained in this Agreement. **By signing this Agreement, I am giving up my rights and/or the rights of my spouse and/or minor child to sue DC Ranch for any injury or property damage arising out of my use of the Facilities.** I also understand that I am responsible for the actions of my minor children, caregivers, and guests, and that my failure to abide by the terms of this Agreement may result in suspension of access throughout the DC Ranch Community, privileges, and/or fines and assessments.

Signature: _____

Date: _____

Guardian Signature: _____
(required for minors under 18 years old)

Date: _____

Name: _____

Phone: _____

Address: _____

Lot #: _____

Email: _____

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DC Ranch Staff Use Only

Staff Person Name: _____

Date: _____

DRAFT

DC Ranch

ACTIVITY RELEASE OF LIABILITY AND ASSUMPTION OF RISK

As consideration for being permitted by the DC Ranch Community Council Inc. and DC Ranch Association Inc, each an Arizona non-profit corporation (hereinafter collectively referred to as “**DC Ranch**”) to participate in this DC Ranch activity (the “**Activity**”), and in recognition of DC Ranch’s reliance hereon, I agree, on my own behalf and on behalf of any accompanying minor, to all terms and conditions set forth in this Release of Liability and Assumption of Risk (this “**Release**”). I represent and warrant that I am authorized to accept to the terms of this Release and act on behalf of any person that I register to attend or participate in the Activity.

I understand and acknowledge that participation in the Activity is potentially dangerous and can involve risks of physical injury and property damage. I hereby agree to accept and assume all risks of injury, disability, death, and property damage arising from my participation in the Activity. I acknowledge that participation in the Activity may involve risks of the nature described below. I recognize and fully understand that the following list is not complete and is not an exhaustive list of all risks associated with the Activity.

- Physical injury resulting from physical strain, being struck by a ball or other participants, and/or collision with other participants;
- Physiological results of strenuous activity or lack of hydration, such as abnormal blood pressure, fainting, heart attack, or death;
- Injury resulting from disorderly conduct among participants;
- Injury resulting from overconsumption of alcohol;
- Food poisoning or allergic reactions;
- Injury arising out of transportation; and
- Drowning. I understand and acknowledge that there is no lifeguard on duty at the pool facilities at DC Ranch and I knowingly and willingly assume all risks associated with swimming without the presence of a lifeguard including drowning, and other water-related injuries.

I am aware that my participation in the Activity involves possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, influenza, and COVID-19. I will not attend or participate in the Activity if I am experiencing symptoms of or tested positive for an infectious disease.

I hereby expressly waive and release any and all claims, now known or hereafter known, against DC Ranch, and its officers, directors, managers, employees, agents, affiliates, successors, clubs, and assigns (collectively, “Released Parties”) arising out of my participation in the Activity. I expressly waive and agree not to make or bring any such claim against DC Ranch or other Released Parties. I forever release and discharge DC Ranch and all other Released Parties from liability under such claims.

I shall defend, indemnify, and hold harmless DC Ranch and all other Released Parties against any and all loss, damages, liabilities, deficiencies, claims, judgments, settlements, costs, or expenses of whatever kind, including attorney fees and costs, and the cost of pursuing any insurance providers arising out of any claim of a third party related to my participation in the Activity.

This Release shall be effective and binding upon my spouse, legal partner, heirs, next of kin, executors, administrators, successors, and assigns in the event of personal injury, including death or illness, or property damage.

By registering for this Activity, I hereby grant DC Ranch a license to use my, minors that I am accompanying, and/or my guests' likeness in all media including photographs, recordings, print, and any other record of this Activity, and I waive any right to inspect or approve of the finished product.

This Release constitutes the sole and entire agreement with respect to the subject matter herein. If any term or provision of this Release is invalid, illegal, or unenforceable, such a finding shall not affect any other term or provision of this Release. All matters arising out of or relating to this Release shall be governed and construed in accordance with the laws of the State of Arizona. Any claim or cause of action arising under this Release may be brought only in the state or federal courts located in Maricopa County, Arizona and I consent to the exclusive jurisdiction of such court.

By registering for, attending, or participating in the Activity, I acknowledge that I have read and agreed to the terms of this Release. **By signing this Agreement, I represent that I am authorized to and am giving up my rights and/or the rights of my spouse, minor child or children, and any person that I register to attend or participate in the Activity to sue DC Ranch for any injury or property damage arising out of participation in the Activity.**



Community Center Usage Agreement and Waiver

The Community Council requests your understanding and cooperation by reading and accepting this Waiver and acknowledging your understanding of the community center rules prior to receiving key fob access to the community centers.

General Community Center Rules:

- Use of the DC Ranch Community Centers is a privilege and participants are expected to be good citizens and respect the rights of others. Individuals who engage in unacceptable or irresponsible behavior may have their access to facilities revoked or modified indefinitely
- Firearms or other deadly weapons are not permitted on Community Center property
- Homeowners, properly registered Tenants and Dependents 14+
 - May have 2 guests per person up to a maximum of 4 per family and must accompany & remain with guest/s at all times
 - Guests providing personal training, coaching or other services are required to provide training/service during acceptable posted times. Times are subject to change based on community center peak usage
 - Caregivers must be present with homeowner and may not host guests
 - Homeowners may choose to keep access OR relinquish access to tenants when renting property
- Smoking and tobacco products are not permitted in or around the facility
- Youth under 14 must be accompanied at all times by an adult 18 yrs. or older
- Report any damaged or broken equipment to staff
- Bicycles, roller blades, skateboards and hee-lies are not permitted inside the community center lobbies and where noted on the properties
- Obscene language, gestures, inappropriate displays of affection and participants under the influence of alcohol or drugs will not be tolerated
- Appropriate dress (as such is defined by management in its discretion) including shirts, pants and shoes is required for the lobby areas at all times
- Residents and guests are required to obey posted rules and policies at all times
- Security cameras are in use in public spaces and may be used to monitor and/or record all actions and behavior. Videos may be used by DC Ranch security and staff and/or the police to address rule violations, behavior concerns, or illegal activity
- The Community Council is not responsible for lost or stolen property. Lost and found items are located at the Desert Camp Community Center for a period of two weeks
- Residents and guests agree to hold harmless (a)DC Ranch L.L.C. and the constituent member of DC Ranch L.L.C. and (b) the constituent members and partners of each of the foregoing entities, (c) the Community Council and Ranch Association (d) the shareholders, directors, board members, officers, employees of each of the foregoing entities (collectively, the 'Indemnities'), from any and all injuries, losses, claims, demands, judgments, liabilities, damages, cost and expenses (including but not limited to court costs and reasonable attorney's fees and expenses) sustained by or made or threatened against any one or more of the indemnities which result from or arise out of or in connection with use of the facilities. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the parties then each party shall bear its proportionate liability

Hours of Operation

Desert Camp Lobby Hours

Monday - Friday: 8 a.m. to 6 p.m.
Saturday - Sunday: 8 a.m. to 2 p.m.

Homestead Lobby Hours

Daily: Closed

The Homestead restrooms and Desert Camp lockers and fitness room are open and accessible by key fob from 6 a.m. – 8 p.m. daily.

Desert Camp Pool Rules:

- Pool Hours: Seasonal as posted
- Swim at your own risk
- No diving allowed
- No lifeguard on duty
- Children under the age of 14 must be accompanied by an adult
- Proper swimwear required; babies must wear swim diapers
- Please shower before entering the pool
- Individuals with open wounds or sores should not enter the pool
- No glass allowed in the pool area
- No amplified or loud music
- All guests must be accompanied by a resident
- No rough playing allowed in the pool
- We have the right to deny use to anyone
- No pets allowed
- Swim Instructor Hours available as posted or instructed by management

Desert Camp Fitness Room Rules:

- Fitness Room Hours: 6 a.m. to 8 p.m.
- Exercise at your own risk
- Children under the age of 14 must be accompanied by an adult
- No food or open container beverages allowed (lids required on all beverages)
- Shirts and closed toe shoes required at all times
- Please immediately report any injuries to facility staff
- Please limit use to 30 minutes on equipment when others are waiting
- Please wipe down equipment
- Please replace dumbbells when finished
- Individuals with open sores or wounds may not use fitness room equipment
- No pets allowed
- Personal Trainer Hours available as posted or instructed by management

This is not necessarily an exhaustive list of all policies, procedures, and rules associated with the community center amenities. While this is intended to be an accurate reflection of overall procedures, management reserves the right to revise any policies, rules, schedules, etc. as circumstances change (peak usage, emergencies, changes in personnel, etc.).

I have read the above rules and understand I am to follow them. I also understand I am responsible for the actions of my dependents, caregivers and guests. Failure to comply may result in suspension of access throughout the DC Ranch Community, privileges and/or fines.

Signature: _____

Date: _____

Guardian Signature: _____

Date: _____

(Required for dependents 14 – 18)

Name: _____

Phone: _____

Address: _____

Lot # _____

Email: _____

Key Fob #/s: _____

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Community Center Staff Use Only:

Staff Person Name: _____

Date: _____

Activity Waiver

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

By registering for this DC Ranch activity (“Activity”), I hereby grant the DC Ranch Community Council, DC Ranch Association, and DC Ranch LLC (hereinafter collectively referred to as “DC Ranch”) a license to use my, minors that I am accompanying, and/or my guests' likeness in all media including photographs, recordings, print, and any other record of this activity, and I waive any right to inspect or approve of the finished product. In consideration of being permitted by DC Ranch to participate in the activities, and in recognition of DC Ranch’s reliance hereon, I agree to all terms and conditions set forth in this Release of Liability and Assumption of Risk (this “Release”).

I understand and acknowledge that the activities are potentially dangerous and can involve risks of physical injury and/or property damage. I hereby agree to accept and assume and all risks of injury, disability, death, and property damage arising from my participation in the activities. I acknowledge that participation in the activities may involve risks of the nature described below. I recognize and fully understand that the following list is not complete and is not an exhaustive list of all risks associated with the activities.

- Physical injury resulting from physical strain, being struck by a ball or other participants, and/or collision with other participants;
- Physiological results of strenuous activity or lack of hydration, such as abnormal blood pressure, fainting, heart attack, or death;
- Drowning. I understand and acknowledge that there is no lifeguard on duty at the pool facilities at DC Ranch and I knowingly and willingly assume all risks associated with swimming without the presence of a lifeguard including drowning, and other water-related injuries.
- Injury resulting from disorderly conduct among participants;
- Injury resulting from overconsumption of alcohol; and
- Food poisoning or allergic reactions.

I am aware that contagious viruses may exist and the risks that I may be exposed to by my participation in activities. I will not participate in activities if I am experiencing symptoms of a virus.

I hereby expressly waive and release any and all claims, now known or hereafter known, against DC Ranch, and its officers, directors, managers, employees, agents, affiliates, successors, clubs, and assigns (collectively, “Releasees”) arising out of my participation in the activities. I expressly

waive and agree not to make or bring any such claim against DC Ranch or Releasees. I forever release and discharge DC Ranch and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless DC Ranch and all other Releasees against any and all loss, damages, liabilities, deficiencies, claims, judgments, settlements, costs, or expenses of whatever kind, including attorney fees and costs, and the cost of pursuing any insurance providers arising out of any claim of a third party related to my participation in the activities.

This Release constitutes the sole and entire agreement with respect to the subject matter herein. If any term or provision of this Release is invalid, illegal, or unenforceable, such a finding shall not affect any other term or provision of this Release. All matters arising out of or relating to this Release shall be governed and construed in accordance with the laws of the State of Arizona. Any claim or cause of action arising under this Release may be brought only in the state court located in Maricopa County, Arizona and I consent to the exclusive jurisdiction of such court.