

# TOWN OF FLORENCE REGULAR MEETING AGENDA

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



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

**Monday, November 20, 2017**

**6:00 PM**

---

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, November 20, 2017, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

**1. CALL TO ORDER**

**2. ROLL CALL:** Walter \_\_, Woolridge \_\_, Hawkins \_\_, Guilin \_\_, Anderson \_\_,  
Wall \_\_\_\_, Larsen \_\_.

**3. MOMENT OF SILENCE**

**4. PLEDGE OF ALLEGIANCE**

**5. CALL TO THE PUBLIC**

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

**6. PRESENTATIONS**

- a. **Proclamation declaring** the week of Monday, November 20, 2017 to Sunday, November 26, 2017 as "Parada Week", and calling upon all residents and employees of the Town of Florence to observe, promote and support this special week by wearing western attire. (Mayor Walter)
- b. **Fiscal Year 2017/2018** First Quarter Budget Presentation (Joe Jarvis).

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

- a. **Authorization to purchase** a Kaeser Omega 83P Blower from James, Cooke & Hobson, Inc., in an amount not to exceed \$31,000. (Chris Salas)
- b. **Authorization to contract** with Fortiline Waterworks, LLC, through a City of Phoenix Cooperative Contract, to provide parts for waterline and wastewater projects, in an amount not to exceed \$70,000. (Chris Salas)
- c. **Ratification of expenditures** over \$24,999, and authorization for expenditures in a not to exceed total amount of \$38,560 with Willdan, to provide building safety inspections. (Chris Salas)
- d. **Authorization to purchase** two new Police Interceptors from Glenn Jones Ford, Mercury, Lincoln, LLLP, in an amount not to exceed \$61,878. (Joe Jarvis)
- e. Approval of the **October 2** and **October 16, 2017** Town Council Regular Meeting minutes.
- f. Receive and file the following board and commission minutes:
  - i. **September 14** and **October 12, 2017** Arts and Culture Commission meeting minutes.
  - ii. **July 27, 2017** Parks and Recreation Advisory Board minutes
  - iii. **June 1, 2017** Planning and Zoning Commission meeting minutes.

## **8. UNFINISHED BUSINESS**

- a. **Ordinance No. 658-17:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XI, OF THE TOWN CODE, ENTITLED BUSINESS REGULATIONS BY DELETING SAID CHAPTERS 110, 111, 113, AND 114 IN THEIR ENTIRETY AND REPLACING WITH A NEW CHAPTER 110 LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS. (Lisa Garcia)

## **9. MANAGER'S REPORT**

## **10. CALL TO THE PUBLIC**

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

## **12. ADJOURN TO EXECUTIVE SESSION**

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

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9, for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.

- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- d. Possible discussions and contract negotiations with Startup Pavilion, LLC dba: Innovation Pavilion, and other associated parties, for the proposed development of an innovation campus project.
- e. Possible discussions and contract negotiations with Code Name Project Radius and other associated parties, for the proposed development of a project.

### **13. ADJOURN FROM EXECUTIVE SESSION**

### **14. ADJOURNMENT**

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

**POSTED ON NOVEMBER 17, 2017, 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 (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.\*\*\***

**TOWN OF FLORENCE**  
**Office of the Mayor**

# Proclamation

## “WESTERN WEEK”

**WHEREAS**, this is the 85<sup>th</sup> Annual Junior Parada; and

**WHEREAS**, since its inception in 1932, the Junior Parada has been enhanced by the observance of “Western Dress Week”; and

**WHEREAS**, since its inception, the Junior Parada has endeared this western week to the hearts of the young and old, the natives and newcomers, as well as out-of-town relatives and visitors; and

**WHEREAS**, it is most desirable that in a spirit of community cooperation, the Junior Parada be appropriately promoted and enjoyed for the benefit of all.

**NOW, THEREFORE**, I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim the week of Monday, November 20, 2017 to Sunday, November 26, 2017 as “**PARADA WEEK**”, and

**FURTHERMORE**, call upon all residents and employees of the Town of Florence to observe, promote and support this special week by wearing western attire.

**DATED** this 20<sup>th</sup> day of November 2017.

\_\_\_\_\_  
Tara Walter, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

# FY 2017-2018

FIRST QUARTER RESULTS AND FORECAST FOR THE  
REST OF THE YEAR

# Overview

In general, the funds are:

- Collecting anticipated revenue

- Spending less than their expense budget

Finance is monitoring expense accounts where the budget may be exceeded

Forecast is based on data as of September 30, 2017

## Unaudited results of FY16-17

TITLE	TYPE	BUDGET	PROJECTED	ACTUAL	BALANCE
General	Revenue	\$14,784,648	\$15,587,418	\$15,540,921	\$1,041,118
	Expense	\$14,717,584	\$14,018,353	\$14,499,803	
HURF	Revenue	\$8,049,977	\$2,283,942	\$3,508,402	-\$568,593
	Expense	\$6,922,874	\$3,201,981	\$4,076,995	
Water	Revenue	\$2,717,550	\$2,810,398	\$3,010,334	\$1,016,582
	Expense	\$4,294,882	\$2,723,796	\$1,993,752	
Sewer	Revenue	\$3,981,856	\$4,126,504	\$3,992,071	\$1,404,000
	Expense	\$5,229,218	\$2,789,184	\$2,588,071	
Sanitation	Revenue	\$922,250	\$839,688	\$828,488	-\$148,823
	Expense	\$900,487	\$965,771	\$977,311	

# General Fund-Revenue

Focused on 6 revenue sources that make up 78% of the revenue to develop a trend analysis

- City Sales Tax (19% of General Fund revenue)
- Property Taxes (7% of General Fund revenue)
- Building Permits (3% of General Fund revenue)
- State Shared Sales Tax (17% of General Fund revenue)
- State Shared Income Tax (22% of General Fund revenue)
- Auto License Tax (10% of General Fund revenue)

City Sales Tax and State Shared Revenue (Sales, Income, Auto License) have increased each year since FY 2013-2014.

Property values have increased within the Town



# General Fund- Revenue

<b>TITLE</b>	<b>BUDGET</b>	<b>9/30/2017</b>	<b>FORECAST</b>
City Sales Tax	\$2,700,000	\$533,835	\$2,700,000
Property Tax	\$957,589	\$1,522	\$957,589
Building Permits	\$475,000	\$185,757	\$600,000
State Sales Tax	\$2,417,705	\$479,443	\$2,700,000
State Income Tax	\$3,192,630	\$798,244	\$3,192,630
Auto License Tax	\$1,440,710	\$246,774	\$1,300,000

# General Fund-Expense

<b>TITLE</b>	<b>BUDGET</b>	<b>9/30/2017</b>	<b>FORECAST</b>
General Fund	\$14,582,492	\$3,367,052	\$13,500,000

# Enterprise Funds-Major Revenue


<b>TITLE</b>	<b>BUDGET</b>	<b>9/30/2017</b>	<b>FORECAST</b>
HURF	\$3,006,882	\$534,950	\$3,000,000
Water Fund	\$2,550,000	\$635,811	\$2,550,000
Sewer Fund	\$3,950,612	\$725,549	\$3,950,00
Sanitation Fund	\$756,037	\$184,287	\$756,000

# Enterprise Funds-Expenses

<b>TITLE</b>	<b>BUDGET</b>	<b>9/30/2017</b>	<b>FORECAST</b>
HURF	\$7,575,949	\$807,030	\$6,500,076
Water Fund	\$5,123,036	\$691,523	\$4,215,357
Sewer Fund	\$4,659,499	\$1,004,429	\$3,956,289
Sanitation Fund	\$917,633	\$122,787	\$853,282

Questions?



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> November 20, 2017  <b>DEPARTMENT:</b> Development Services  <b>STAFF PRESENTER:</b> Christopher A. Salas, Development Services Director/Town Engineer  <b>SUBJECT:</b> Authorization to purchase a replacement Kaeser Omega 83P Blower for the South Wastewater Treatment Plant		<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 Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to approve the purchase of a Kaeser Omega 83P Blower from James, Cooke & Hobson, Inc., in the amount not to exceed \$31,000.

**BACKGROUND/DISCUSSION:**

The South Wastewater Treatment Plant (SWWTP) Blower #1 was sent in for inspection/repairs after the failure of Blower #2 as a preventative measure. After inspection of the Blower, it was found that Blower #1 was beyond repair.

The purpose of the Kaeser Blower is to provide adequate air flow to the Aeration Basin used to treat and break down nutrients within the collections waste stream. This process, directly affected by this piece of equipment, is called Nitrification (the breakdown of Ammonia NH<sub>3</sub> to a less harmful compound of NO<sub>3</sub> Nitrate). Simply put, the addition of air releases Hydrogen molecules and replaces them with the Oxygen, thus converting NH<sub>3</sub> into NO<sub>3</sub>. The Kaeser Blower is a critical component to the SWWTP process and its ability to stay in compliance with the Arizona Department of Environmental Quality (ADEQ) limits. The Plant is currently using a spare blower but need to ensure that we have redundancy to consistently meet ADEQ permits.

We are requesting replacement of the Kaeser Blower.

**FINANCIAL IMPACT:**

There is money in the current Budget to fund the purchase of this equipment. The total cost will not exceed \$31,000.

**A VOTE OF NO WOULD MEAN:**

- Inadequate redundancy
- Potential ADEQ violations
- Inadequate treatment
- Danger to public health & safety

**A VOTE OF YES WOULD MEAN:**

- Redundancy
- Consistent compliance
- Adequate treatment
- Ensure health & safety

**ATTACHMENTS:**

- Quote
- Original Sole Source
- Report

QUOTATION #: 20171023-069DLP

Page 1 of 1

DATE: OCTOBER 23, 2017

TO: TOWN OF FLORENCE

Job Name: **BLOWER REPLACEMENT**

ATTN: JASON JOYNES

Location: FLORENCE, AZ  
Quoted By: DOUGLAS PRATT, PE  
Bid Date: N/A

Unless otherwise stated: Prices are firm for 30 days from bid date, payment terms are NET 30 DAYS from shipment. Prices do not include any sales and/or use taxes. Applicable taxes will be added to the invoice at the rate in effect at the time of shipment. Interest shall accrue on past due amounts of 1.5% per month. Freight terms are F.O.B. factory, full freight allowed.

QTY	Description	Each	Total
-----	-------------	------	-------

**BLOWER REPLACEMENT**

MANUFACTURER: **KAESER**

- 1 KAESER OMEGA 83P BARE BLOWER BLOCK REPLACEMENT

TOTAL PRICE **\$27,388.00**

**NOTES:**

THIS QUOTE INCLUDES THE BARE BLOWER BLOCK ONLY.

NO BELTS, SHEAVES OR BUSHINGS ARE INCLUDED IN THIS QUOTE. IF NEW BELTS, SHEAVES AND BUSHING ARE WANTED, ADDITIONAL COSTS WILL APPLY.

FREIGHT AND INSTALLATION OF BLOWER WILL BE COVERED ON OPEN FLORENCE PO#46957.

**THANK YOU** FOR THE OPPORTUNITY TO QUOTE THE ABOVE WORK!



Town of Florence  
Sole Source/Emergency Purchase Justification

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required.

Vendor Name: James, Cooke, Hobson, Inc. Date 2/2/2017

Commodity (general description) Kaeser Omega Blower

Dollar Amount NTE \$29,088.00 (if over \$25,000, must go to Town Council for approval)

Account Number 052-575-506

**Sole Source**

Check all entries that apply:

- Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item \* must also be checked.)
- Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item \* must also be checked.)
- This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

**Emergency**

Check all entries that apply. At least two of the following conditions must be met:

- Human life is in danger
- A natural disaster or act of God requires immediate action.
- An unanticipated circumstance poses a threat to city property.
- A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: James, Cooke & Hobson, Inc is the only supplier for this particular make/model.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director \_\_\_\_\_ Date 2/2/17  
Review by Finance Director Margaret J. Jett for Joe Jarvis Date 2-3-17  
Approved by Town Manager \_\_\_\_\_ Date 2/3/17

Exhibit E

## Jason Joynes

---

**From:** Moreno, Al <al.moreno@kaeser.com>  
**Sent:** Thursday, February 02, 2017 3:23 PM  
**To:** Jason Joynes  
**Subject:** Kaeser Blowers

Hello Mr. Joynes,

I understand you are in need of some blower parts. Please note, that James Cooke and Hobson (JCH) are our only municipal distributor in your area for Kaeser and will take good care of you. Feel free to call me with any questions.

Regards,

Al Moreno  
District Manager  
213-703-1982 direct  
Al.moreno@kaeser.com



***Built for a lifetime.™***

US Headquarters:  
Kaeser Compressors, Inc.  
PO Box 946 Fredericksburg, VA 22404  
www.kaeser.com

**CONFIDENTIALITY NOTICE:**

The information contained in this email and any attachments may be privileged and confidential information, intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email communication is strictly prohibited. If you have received this email in error, please notify us immediately and delete this email. Thank you for your cooperation.



**Please don't needlessly print this e-mail!**

[Click here to join Kaeser's e-newsletter mailing list](#)



---

Pursuant to A.R.S. 39-121, this email and any attachments may be considered a public record subject to public inspection. Please be advised that the public, including news media, may request access to email sent and received pursuant to the Arizona Public Records law and the Freedom of Information Act.

**CONFIDENTIAL AND PRIVILEGED**

This transmission (including attachments) is covered by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521. The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

- Email scanned by Sophos Anti-Virus  
- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149

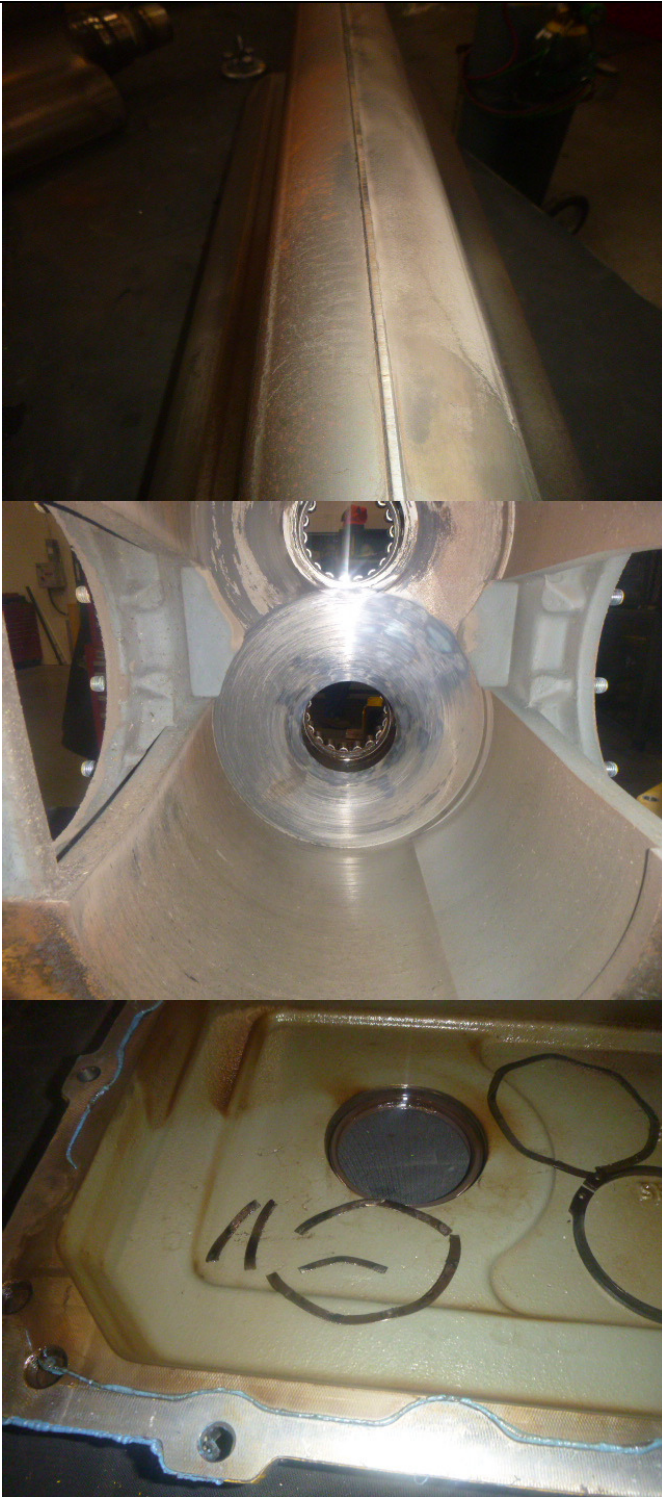
<b>Distributor:</b> James, Cooke & Hobson, Inc.	<b>Date:</b> 2017-10-19	
<b>Return authorization number:</b> 1005417149		
<b>Inspector:</b> S Southworth	<b>EMR:</b> 376321	
<b>Product:</b> Blower	<b>Part no.:</b> 881242.00100	
<b>Model:</b> OMEGA 83 P	<b>Serial no.:</b> 1024	<b>Year:</b> 2005
<b>Declaration of Decontamination on file?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Location (User's name):</b> FLORENCE WASEWATER TREATMENT PLANT		
<b>Users comments:</b> bearing failure froze up		
<b>Exterior condition damage:</b> oily		
<b>Color:</b> yellow		
<b>Drive shaft:</b> OK		
<b>Inlet and discharge ports:</b> Oily		
<b>Rotors:</b> Damaged		
<b>Oil:</b> N/A		
<b>Findings:</b> Blower would rotate when received. Both oil chambers did not have oil in them. There was an oil film with metal particles in both chambers. Both oil slingers had broken tensioning washers and heavy wear where the tensioning washer makes contact. The long rotor has made contact with the front flange and caused substantial damage. Both rotors have damage on the rotor tips. This blower likely has a high number of hours and has suffered a high pressure event or events during its lifetime. This blower is not repairable.		

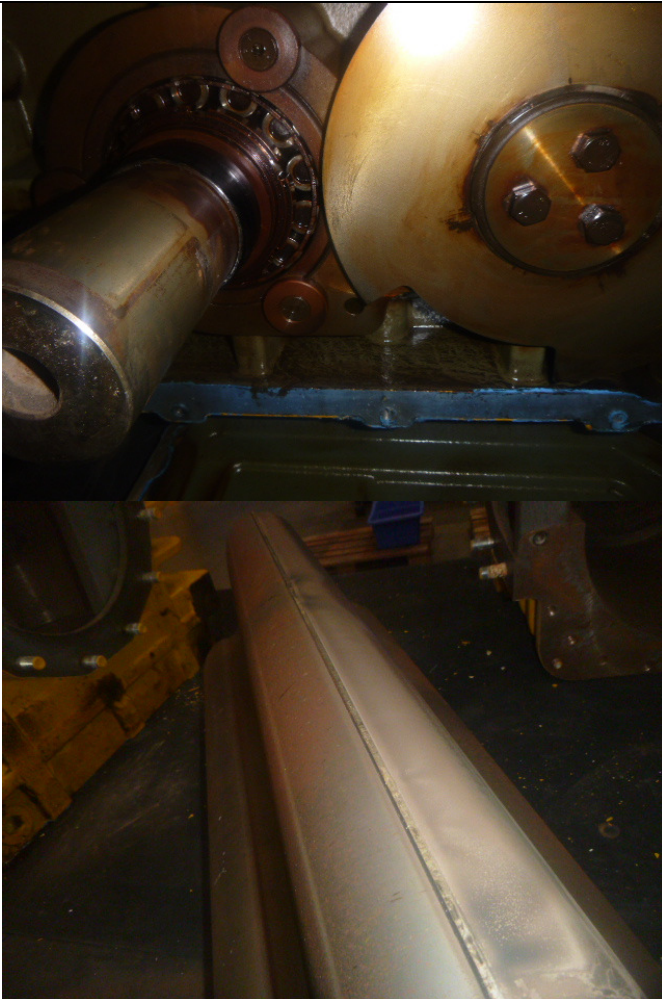
Assessment of components	Re-usable after		No longer usable
	cleaning	reworking	
<b>Casing</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Bearing housing</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Primary rotor</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Secondary rotor</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Timing gears</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Rotary transmission lead through</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• with compression rings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• with shaft sealing rings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Rolling bearings</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• PR drive end	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• SR drive end	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• PR gear end	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• SR gear end	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Gear casing</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Cover plate</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Drive shaft bush</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Minor parts</b> (screws, oil slinger disc, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other components:</b> N/A			
<p><b>Measures:</b> Check and monitor system for over pressure events. Ensure that maintenance procedures are in place for monitoring oil levels and service periods.</p>			

**Pictures:**













## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 7b.

**MEETING DATE:** November 20, 2017

**DEPARTMENT:** Development Services

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

**SUBJECT:** Authorization to contract with Fortiline Waterworks, through a City of Phoenix Cooperative Contract

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
  - Regulatory
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading
- Other**

**STRATEGIC PLAN REFERENCE:**

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

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Fortiline Waterworks, through a City of Phoenix Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$70,000.

**BACKGROUND/DISCUSSION:**

The Town of Florence signed a cooperative contract with Fortiline Waterworks, on March 6, 2017, in an amount not to exceed \$100,000. These funds provided parts for the various projects, which included:

\$49,052.54	Circle K Project
\$20,977.64	1 <sup>st</sup> Street Waterline Project
\$13,715.12	Medical Office Building Project
\$ 896.54	Wastewater Projects
\$ 4,585.99	Brunenkant Fireline
\$11,815.14	Meters/Water Breaks/Valve Installation/Stock Parts

The Town of Florence is now requesting to enter into a contract with Fortiline Waterworks, through the Cooperative Contract with the City of Phoenix, to provide parts for waterline and wastewater projects in an amount not to exceed \$70,000. A major part of this purchase will be the Adamsville Hospital Project in the amount of \$25,406.79. The remainder being used to purchase stock parts for any repairs for system leaks, emergency repairs, improvements of waterline and wastewater line systems as well as any new projects that arise.

**A VOTE OF NO WOULD MEAN:**

A vote of No would delay the much-needed purchase of waterline and wastewater line parts for repairs and maintenance.

**A VOTE OF YES WOULD MEAN:**

A vote of Yes would mean quicker repairs for system leaks, emergency repairs and improvements of waterline and wastewater line systems.

**FINANCIAL IMPACT:**

The cost to provide parts in an amount not to exceed \$70,000.

**ATTACHMENTS:**

- City of Phoenix Contract
- City of Phoenix Contract Exhibit 1
- City of Phoenix & Fortiline Letter Dated July 7, 2017
- Cooperative Contract
- Adamsville Hospital Bid

EXHIBIT 1

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



CITY OF PHOENIX

Buyer Contact: Chuck Garvey  
Telephone: 602-261-8668  
E-mail: chuck.garvey@phoenix.gov

**CONTRACT**  
Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops,  
Smart No. PHX-16-D-ZGEN-84-000275  
Contract No. 4701002106  
Contract Start Date: 07/02/2015  
Contract Validity End Date: 06/30/2016  
Last Option End Date: 06/30/2020  
Payment Terms: Net 30 Days  
Delivery Terms: FOB Destination

Item	Description
1	<b>COUPLING STRAIGHT 3/4" COPPER X 3/4" COP</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-34 Material No. 65933701024 Unit Price: 11.22
2	<b>COUPLING STRAIGHT 1" COPPER X COPPER</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-1 Material No. 65933701123 Unit Price: 12.24
3	<b>COUPLING STRAIGHT 3/4" F. COPPER THD TO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933722020 Unit Price: 10.46
4	<b>COUPLING STRAIGHT 1" F. COPPER THD TO CO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-1 Material No. 65933722129 Unit Price: 15.38
5	<b>COUPLING STRAIGHT 3/4" F.I.P. X COPPER C</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2607-34 Material No. 65933215108 Unit Price: 9.85

The Contractor is now bound to sell the materials or services listed in the attached contract, including all terms, conditions, specifications, addenda, amendments, etc. and Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as the number above. Contractor has been cautioned not to commence any billable work or provide any service or material under this contract until Contractor receives a purchase order.

Have questions about doing business with the City of Phoenix? Visit our Procurement website at [www.phoenix.gov/finance/procurement](http://www.phoenix.gov/finance/procurement)

For specific information regarding contract opportunities with the City of Phoenix, please visit our Open Solicitations website at [www.phoenix.gov/solicitations](http://www.phoenix.gov/solicitations)

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



**CONTRACT**  
Contract Title: Water Elbows, Fittings, Pipe, Shafts,  
Flanges, Nipples, Bushings, Reducers, Clamps,  
Stops,  
Smart No. PHX-16-D-ZGEN-84-000275

CITY OF PHOENIX

Page 2 / 3

Item	Description
6	<b>COUPLING STRAIGHT 3/4" FEMALE COPPER THR</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933764022 Unit Price: 10.46
7	<b>COUPLING STRAIGHT 1" M.I.P. BY COPPER CO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2605-1 Material No. 65933743125 Unit Price: 10.87
8	<b>COUPLING STRAIGHT 1" M.I.P. THREAD TO 1"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2606-1 Material No. 65933323258 Unit Price: 16.61
9	<b>STOP FLANGED ANGLE METER 1 1/2"</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-112 Material No. 67064916264 Unit Price: 113.90
10	<b>STOP FLANGED ANGLE METER 2"</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-2 Material No. 67064917270 Unit Price: 146.24
11	<b>STOP ANGLE METER 1" PACK JOINT (CTS)</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1527SN-1 Material No. 67064916231 Unit Price: 27.24
12	<b>STOP CURB 3/4" FEMALE INLET AND OUTLET I</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-34 Material No. 67064907008 Unit Price: 31.91
13	<b>STOP CURB 1" FEMALE INLET AND OUTLET I.P</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-1 Material No. 67064907057 Unit Price: 49.59

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



CITY OF PHOENIX

**CONTRACT**  
Contract Title: Water Elbows, Fittings, Pipe, Shafts,  
Flanges, Nipples, Bushings, Reducers, Clamps,  
Stops,  
Smart No. PHX-16-D-ZGEN-84-000275

Page 3 / 3

Item	Description
14	<b>SADDLE DOUBLE STRAP BRONZE 3" A.C. X3/4"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC075 Material No. 65973822011 Unit Price: 17.63
15	<b>SADDLE DOUBLE STRAP BRONZE 3" A.C. X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC100 Material No. 65973822110 Unit Price: 17.63
16	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-4x3/4 Material No. 65933822218 Unit Price: 58.03
17	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-4x1 Material No. 65973822318 Unit Price: 58.03
18	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-6x3/4 Material No. 65933822218 Unit Price: 68.37
19	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-6x1 Material No. 65973822318 Unit Price: 68.37
20	<b>COUPLING STRAIGHT WATER METER 3/4" MACHI</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E130-34x2-1/2 Material No. 65933122007 Unit Price: 6.47

FORM A - OFFEROR IDENTIFICATION (DO NOT handwritten this Form. Information must be typed in.)						InvitationNo.: IFB15-158	
Invitation Title:		WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT			ADDENDUM 01		
Offeror Company:		FWC Supply LLC (Legal name of business which will appear on contract, if awarded)					
Offeror Status:		<input type="checkbox"/> Manufacturer		<input checked="" type="checkbox"/> Dealer/Distributor		<input type="checkbox"/> Other	
Mailing Address:		27 W. Baseline Rd		Gilbert		Arizona 85233	
		Street/PO Box		City		State & Zip	
Physical Address:		Same					
		Street		City		State & Zip	
Phone:		480-625-5537		Fax:		480-813-2350	
Payment Terms							
Payment Terms:		0 %		Days		0	
				Net Days		30	
		<p>Prompt payment discount to apply after receipt of invoice or final acceptance of the products or services whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your response.</p> <p><u>Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.</u></p>					

FORM B - ANNUAL COST (DO NOT handwrite this Form. Information must be typed in.)					Invitation No.: IFB15-158				
WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT									
ADDENDUM 01									
This FORM is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.									
Note: Offeror shall not modify this form in any way other than inputting their name and prices. All items listed below are to be considered as for purposes of this invitation and any subsequent contract. Offeror shall determine which unit to offer and shall fill in the City price in the appropriate cell. Unless shown otherwise in this or any other City specification document, all delivery charges shall be priced herein to include as priced.									
City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Manufacturer Part Number	Total	Group
65941301262	Street elbow, brass, 1-1/2 inch, 90 degree	EA	200	\$ 17.34	W4/212-015NL	MATCO-NORCA	507-2-112	\$ 3,467.08	I
65941465141	Elbow 90 degree 1 1/2 inch brass	EA	50	\$ 12.36	W4/206-015NL	MATCO-NORCA	507-112	\$ 617.94	I
65941364252	Elbow 90 degree 1 inch copper compression to 1 inch F.I.P. thread	EA	100	\$ 24.74	Ford/L14-44NL	JAMES JONES	E2621-1	\$ 2,474.19	I
65941465166	Elbow 90 degree 2 inch brass	EA	150	\$ 20.12	W4/206.020NL	MATCO-NORCA	507-2	\$ 3,017.47	I
65941301304	Street elbow, 90 degree 2 inch brass	EA	150	\$ 29.39	W4/212-020NL	MATCO-NORCA	507-2-2	\$ 4,409.12	I
	8" Elbow steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	6" Elbow steel GRVD, 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, Short Radius 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, LR, Weld 45	EA	1	\$ -				\$ -	I
	3" Elbow Copper	EA	1	\$ 25.96		ELKHART	607-3	\$ 25.96	I
	2" Elbow Carbon Steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	2" Street Elbow T-316 SS, 150#	EA	3	\$ -				\$ -	I
65941313002	Elbow, 1-1/2 inch, compression to compression, copper tubing size	EA	220	\$ 60.11	AY McDonald 4761-22	JAMES JONES	E2611-112	\$ 13,223.66	II
65941313051	Elbow, 2-inch, compression to compression, copper tubing size	EA	525	\$ 109.45	AY McDonald 4761-22	JAMES JONES	E2611-2	\$ 57,462.10	II
65941313200	Elbow, coupling, 3/4 inch, M.I.P. threaded to copper compression	EA	4000	\$ 12.71	AY McDonald 74779M-22 3/4	JAMES JONES	E2619-34	\$ 50,838.71	II
65941313309	Elbow, coupling, 1-inch, M.I.P. threaded to copper compression	EA	500	\$ 19.82	AY McDonald 4779M-22	JAMES JONES	E2619-1	\$ 9,908.60	II
67052328001	Elbow, coupling, 3/4 inch, F.I.P. threaded to copper compression	EA	400	\$ 17.04	AY McDonald 74779-22 3/4	JAMES JONES	E2621-34	\$ 6,817.20	II

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
								\$ -	
65933701024	Straight coupling, 3/4 inch, copper compression, both ends	EA	1500	\$ 11.22	Mueller H 15403	JAMES JONES	E2609-34	\$ 16,822.58	III
65933701123	Straight coupling, 1-inch, copper compression, both ends	EA	300	\$ 12.24	Mueller H 15403	JAMES JONES	E2609-1	\$ 3,670.97	III
65933722020	Straight coupling, 3/4 inch, F. copper thread to copper compression	EA	400	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 4,184.95	III
65933722129	Straight coupling, 1-inch, F. copper thread to copper compression	EA	80	\$ 15.38	Mueller H 15071	JAMES JONES	E2623-1	\$ 1,230.11	III
65933743026	Straight coupling, 3/4 inch, M.I.P. by copper	EA	1250	\$ 9.18	Mueller H 15428	JAMES JONES	E2605-34	\$ 11,478.49	III
65933215108	Straight coupling, 3/4 inch, F.I.P. by copper compression	EA	100	\$ 9.85	Mueller H 15451	JAMES JONES	E2607-34	\$ 984.95	III
65933764022	Straight coupling, 3/4 inch, Female copper thread to 3/4 inch polyethylene compression plastic tubing	EA	100	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 1,046.24	III
67052312500	Straight coupling, 2-inch, F.I.P. X copper tubing size	EA	250	\$ 45.76	Mueller H 15451	JAMES JONES	E2607-2	\$ 11,440.85	III
67052323507	Straight coupling, 1-1/2 inch, M.I.P. X copper tubing size	EA	230	\$ 30.03	Mueller H 15428	JAMES JONES	E2605-112	\$ 6,907.42	III
67052323754	Straight coupling, 2-inch, M.I.P. X copper tubing size	EA	400	\$ 43.74	Mueller H 15428	JAMES JONES	E2605-2	\$ 17,496.77	III
67052334009	Straight coupling, 1-1/2 inch, copper tubing size (both ends)	EA	500	\$ 43.14	Mueller H 15403	JAMES JONES	E2609-112	\$ 21,569.89	III
67052334306	Straight coupling, 2-inch, copper tubing size (both ends)	EA	900	\$ 58.26	Mueller H 15403	JAMES JONES	E2609-2	\$ 52,432.26	III
67052349007	Straight coupling, 3/4 inch, copper to P.E. pipe with inserts	EA	450	\$ 25.48	Mueller H 15409	JAMES JONES	E2612SGP-34	\$ 11,467.74	III
67052349205	Straight coupling, 1-inch, plastic tubing to P.E. pipe	EA	130	\$ 31.60	Mueller H 15409	JAMES JONES	E2612SGP-1	\$ 4,108.28	III
67052312005	Straight coupling, 1-1/2 inch female iron pipe thread x 1-1/2 inch copper	EA	100	\$ 38.40	Mueller H 15451	JAMES JONES	E2607-112	\$ 3,839.78	III
65941344007	Straight coupling, 1 inch copper compression x F.I.P. thread	EA	125	\$ 14.09	Mueller H 15451	JAMES JONES	E2607-1	\$ 1,760.75	III
65933743125	Straight coupling, 1 inch M.I.P. x copper compression	EA	350	\$ 10.87	Mueller H 15428	JAMES JONES	E2605-1	\$ 3,804.84	III
65933323258	Straight coupling, 1 inch M.I.P. thread x 1 inch polyethylene pipe compression	EA	50	\$ 16.61	Mueller H 15429	JAMES JONES	E2606-1	\$ 830.65	III
67052212007	Flexible Coupling, 2 inch, 2.375 O.D.	EA	120	\$ 14.73	Ford FC3-084-5	JCM	201-008401	\$ 1,767.27	IV
65933202106	Flexible Coupling, 2-1/2", 2.875 O.D.	EA	600	\$ 37.80	Ford FC 3-105-5	JCM	201-028801	\$ 22,677.27	IV
65933202155	Flexible Coupling, 3" std, 3.500 O.D.	EA	235	\$ 16.98	Ford FC 3-132-5	JCM	201-013201	\$ 3,989.66	IV
65933202205	Flexible Coupling, 3" C.I., 3.8 to 3.96 O.D.	EA	100	\$ 17.83	Ford FC 3-166-5	JCM	201-016601	\$ 1,782.95	IV
65933202304	Flexible coupling, 1-1/2 inch, 1.900 O.D.	EA	150	\$ 21.31	Ford FC 3-190-5	JCM	201-019001	\$ 3,196.02	IV
65933202353	Flexible coupling, 2-inch, 2.375 O.D.	EA	350	\$ 32.56	Ford FC 3-238-5	JCM	201-023801	\$ 11,394.89	IV
67052212403	Flexible coupling, 2-1/2 inch, 2.875 O.D.	EA	30	\$ 37.80	Ford FC 3-288-5	JCM	201-028801	\$ 1,133.86	IV
65933202502	Flexible coupling, 3-inch, Std., 3.500 O.D.	EA	10	\$ 51.78	Ford FC 3-350-5	JCM	201-035001	\$ 517.94	IV
65933154059	Flexible coupling, 3-inch, C.I., 3.8 to 3.96 O.D.	EA	60	\$ 42.94	Ford FC 2A-388-406	JCM	210-0386	\$ 2,576.59	IV
65933101167	Flexible coupling, 3-inch, A.C., 3.97 to 4.14 O.D.	EA	12	\$ 42.94	Ford FC 2A-406-420	JCM	210-0414	\$ 515.32	IV
65933154109	Flexible coupling, 4-inch, C.I., 4.8 to 5.0 O.D.	EA	250	\$ 56.09	Ford FC 2A-510-510	JCM	210-0535	\$ 14,022.73	IV
65933101266	Flexible coupling, 4-inch, A.C., 5.11 to 5.45 O.D.	EA	36	\$ 63.51	Ford FC 2A-557-557	JCM	210-0545	\$ 2,286.41	IV



City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Older's Part Number	Older's Manufacturer Part Number	Total	Group
65933202601	Flexible coupling 4 inch Std. 4.500 O.D.	EA	50	\$ 49.88	Ford FC 1-480-480	JCM	210-0450	\$ 2,493.75	IV
65933101365	Flexible coupling, 6-inch C.I. 6.90 to 7.22 O.D.	EA	2300	\$ 71.83	Ford FC 1-720-720	JCM	210-0690	\$ 164,737.50	IV
65933154158	Flexible coupling, 6 inch A.C. 7.19 to 7.45 OD	EA	50	\$ 73.31	Ford FC 2A-756-756	JCM	210-0740	\$ 3,665.34	IV
67052154209	Flexible coupling, 6-inch, A.C. 6.30 to 9.50 O.D.	EA	20	\$ 103.89	Ford FC 2A-940-974	JCM	210-0960	\$ 2,077.73	IV
67052253001	Flexible coupling, Transition, 8-inch, A.C. 9.30 to 9.50 O.D. to 8-inch C.I. 8.60 to 9.60 O.D.	EA	300	\$ 113.45	Ford FC 2A-8	JCM	212-0960-0905	\$ 34,036.36	IV
65933101464	Flexible coupling, 8-inch, C.I. 9.60 to 9.60 O.D.	EA	90	\$ 103.89	Ford FC 2A-974-974	JCM	210-0960	\$ 9,349.77	IV
6752101564	Flexible coupling, 10-inch, A.C. 11.95 O.D.	EA	10	\$ 148.44	Ford FC 2A-1212-1212	JCM	210-1200	\$ 1,464.43	IV
67052154308	Flexible coupling, 10-inch, C.I. 11.10 O.D.	EA	10	\$ 139.99	Ford FC 1-1446-1446	JCM	210-1110	\$ 1,399.89	IV
67052154506	Flexible coupling, 12-inch, C.I. 13.20 O.D.	EA	25	\$ 155.24	Ford FC 1-1356-1356	JCM	210-1320	\$ 3,880.97	IV
65933101670	Flexible coupling, 12-inch, A.C. 14.21 O.D.	EA	10	\$ 165.73	Ford FC 2A-1438-1438	JCM	210-1420	\$ 1,657.27	IV
67052264008	Flexible coupling, transition, 12-inch, A.C. 14.21 O.D. to 12 inch C.I. 13.20 O.D.	EA	90	\$ 184.42	Ford FC 2A-1350-1438	JCM	212-1420-1320	\$ 16,597.84	IV
65933101803	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ 54.32	Ford CF 34-66	MUELLER	P10127-112	\$ 5,432.26	V
67031101800	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ -	Ford CF 35-66			\$ -	V
65933101878	Water meter coupling, flexible, bronze, size: 2-inch, flanged.	EA	150	\$ -	Ford CF 35-77			\$ -	V
65944526758	Bronze meter flange, 1-1/2 inch, F.I.P. thread, with gasket.	EA	250	\$ 27.53	Ford CF 31-66	JAMES JONES	E128-112	\$ 6,861.72	V
65944526857	Bronze meter flange, 2-inch, F.I.P. thread, with gasket.	EA	300	\$ 35.92	Ford CF 31-77	JAMES JONES	E129-2	\$ 10,777.42	V
67052123006	Coupling, water meter, straight, 3/4 inch, ribbed tailpiece.	EA	3650	\$ 6.37	Ford C38.23.2-5	JAMES JONES	E130-34x2-1/2	\$ 23,234.41	V
67052124004	Coupling, water meter, straight, 1-inch, ribbed tailpiece.	EA	1600	\$ 9.78	Ford C38.44.2.625	JAMES JONES	E130-1x2-5/8	\$ 15,655.91	V
67064916264	Flanged angle meter stop, 1-1/2 inch	EA	300	\$ 113.90	Ford FV43-666W	JAMES JONES	E4205-112	\$ 34,170.97	V
67064917270	Flanged angle meter stop, 2-inch.	EA	530	\$ 146.24	Ford FV43-777W	JAMES JONES	E4205-2	\$ 77,595.38	V
67064916225	Angle meter stop 3/4 inch.	EA	750	\$ 20.28	Ford KV43-332W	JAMES JONES	E1527SN-34	\$ 15,209.68	V
67064916231	Angle meter stop 1 inch.	EA	500	\$ 27.24	Ford KV43-444W	JAMES JONES	E1527SN-1	\$ 13,618.28	V
67064752008	Corporation stop, 1-1/2 inch Inlet, I.P.T. outlet, copper tubing size.	EA	160	\$ 91.34	Mueller B 25028	JAMES JONES	E1935-112	\$ 14,615.05	VI
67064752107	Corporation stop, 2-inch Inlet, I.P.T. outlet, copper tubing size.	EA	320	\$ 151.06	Mueller B 25028	JAMES JONES	E1935-2	\$ 48,340.65	VI
67064803009	Corporation stop, 3/4 inch, I.P. x I.P.	EA	140	\$ 29.13	Mueller H 10013	JAMES JONES	E1943-34	\$ 4,078.06	VI
67064905259	Corporation stop, 3/4 inch, CST inlet by copper outlet.	EA	1300	\$ 22.88	Mueller H 15008	JAMES JONES	E3401-34	\$ 29,746.24	VI
67064854127	Corporation stop 1 inch Inlet, corporation stop thread x 1 inch copper.	EA	600	\$ 32.23	Mueller H 15008	JAMES JONES	E3401-1	\$ 19,335.48	VI
67064803058	Corporation stop 1 inch M.I.P. thread x 1 inch M.I.P. thread.	EA	50	\$ 40.16	Mueller H 10013	JAMES JONES	E1943-1	\$ 2,008.06	VI
67064907008	Curb stop, 3/4 inch, female inlet and outlet, I.P. thread.	EA	5800	\$ 31.91	Mueller 10914	JAMES JONES	E1900-34	\$ 185,101.08	VII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Manufacturer's Part Number	Total	Group
67064907057	Curb stop, 1-inch, female inlet and outlet, I.P. thread.	EA	725	\$ 49.59	Mueller 10914	JAMES JONES	E1900-1	\$ 35,953.76	VII
67064907107	Curb stop, 1-1/2-inch, female inlet and outlet, I.P. thread.	EA	200	\$ 102.31	Mueller 10914	JAMES JONES	E1900-112	\$ 20,462.37	VII
67064907156	Curb stop, 2-inch, female inlet and outlet, I.P. thread.	EA	400	\$ 149.72	Mueller 10914	JAMES JONES	E1900-2	\$ 59,886.17	VII
				\$ -				\$ -	
67070010243	Gate valve, bronze, 2-inch, non-rising stem, 125 lb. screwed end.	EA	70	\$ 184.65	AY McDonald 2035T	MUELLER	010914-2	\$ 12,925.16	VIII
67070010276	Gate valve, bronze, 2-1/2 inch, non-rising stem, 125 lb. screwed end.	EA	60	\$ 415.02	AY McDonald 2035T	MUELLER	010914-212	\$ 24,901.29	VIII
67070010128	Valve gate, bronze, 3/4", non rising stem f.l.p. thread.	EA	70	\$ 66.43	AY McDonald 2035T	MUELLER	010914-34	\$ 4,650.11	VIII
89045683706	Conversion assembly, 3/4 inch.	EA	1950	\$ -	Ford A95016			\$ -	IX
89045683805	Conversion assembly, 1-inch.	EA	180	\$ -	Ford A9017			\$ -	IX
65933893698	Coupling Calder 4" with shear ring - Joints Inc. (no alternate) Joints C-106	EA	200	\$ -	Joints Inc. C-106			\$ -	X
65933894050	Coupling Calder 6" with shear ring for vitrified pipe - Joints Inc. (no alternate)	EA	180	\$ -	Joints Inc. C-102 WG			\$ -	X
65933893961	Coupling Calder 8" with shear ring - Joints Inc. (no alternate)	EA	450	\$ -	Joints Inc. C-100 WG			\$ -	X
65965894143	Reducer Calder Coupling 4"x6" - Joints Inc.	EA	50	\$ -	Joints Inc. C-110			\$ -	X
65973822011	Saddle double strap, bronze, 3-inch, A.C. 4.13 OD x 3/4 inch C.S.T.	EA	80	\$ 17.63	Mueller DR2A	MUELLER	DR2A0356CC075	\$ 1,410.75	XI
65973822110	Saddle double strap, bronze, 3-inch, A.C. 4.13 OD x 1-inch C.S.T.	EA	4	\$ 17.63	Mueller DR2A	MUELLER	DR2A0356CC100	\$ 70.54	XI
65973843017	Saddle double strap, bronze, 3-inch A.C. 4.13 OD x 2-inch C.S.T.	EA	25	\$ 29.49		JCM	402-0413x2	\$ 737.37	XI
65933822216	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 3/4 inch C.S.T.	EA	300	\$ 59.03	Mueller BR2B	JAMES JONES	J979-4x3/4	\$ 17,409.68	XI
65973822318	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 1-inch C.S.T.	EA	40	\$ 58.03	Mueller BR2B	JAMES JONES	J979-4x1	\$ 2,321.29	XI
65973843116	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 2-inch I.P.T.	EA	35	\$ 73.67	Mueller BR2B	JAMES JONES	J979-4x2	\$ 2,578.33	XI
65973822417	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 3/4 inch C.S.T.	EA	675	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x3/4	\$ 46,146.77	XI
65973822516	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-inch C.S.T.	EA	110	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x1	\$ 7,520.22	XI
65973843215	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-1/2 inch I.P.T.	EA	20	\$ 78.15	Mueller BR2B	JAMES JONES	J979-6x1-1/2	\$ 1,583.01	XI
65973843314	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 2-inch I.P.T.	EA	96	\$ 85.87	Mueller BR2B	JAMES JONES	J979-6x2	\$ 8,243.61	XI
65973822615	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 3/4 inch C.S.T.	EA	150	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x3/4	\$ 12,688.71	XI
65973822714	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-inch C.S.T. 65973843413	EA	95	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x1	\$ 8,036.16	XI
65973843413	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-1/2 inch I.P.T.	EA	30	\$ 89.06	Mueller BR2B	JAMES JONES	J979-8x1-1/2	\$ 2,671.94	XI
65973843512	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 2-inch I.P.T.	EA	120	\$ 96.96	Mueller BR2B	JAMES JONES	J979-8x2	\$ 11,634.84	XI
65973801015	Saddle double strap, bronze, 10 inch C.T. 11.10 OD x 2 inch I.P.T.	EA	25	\$ 123.61	Mueller BR2B	JAMES JONES	J979-10x2	\$ 3,090.32	XI
65973822813	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 3/4 inch C.S.T.	EA	25	\$ 122.65	Mueller BR2B	JAMES JONES	J979-12x3/4	\$ 3,066.13	XI

Qty Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Director's Part Number	Manufacturer Part Number	Total	Group
65973822912	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 1 inch C.S.T.	EA	45	\$ 122.65	Mueller BR2B	JAMES JONES	J979-12x1	\$ 5,519.03	XI
65973843611	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 2 inch I.P.T.	EA	80	\$ 140.84	Mueller BR2B	JAMES JONES	J979-12x2	\$ 11,267.10	XI
65973885216	Saddle single strap ductile iron 2 inch STD. 2.38 OD x 1 inch C.S.T.	EA	10	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC100	\$ 223.12	XI
65973885117	Saddle single strap ductile iron 2 inch STD. 2.38 OD x 3/4 inch C.S.T.	EA	50	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC075	\$ 1,115.59	XI
65973885612	Saddle single strap ductile iron 3 inch STD. 3.50 OD x 1 inch C.S.T.	EA	10	\$ 23.23	Mueller DR1S	MUELLER	DR1S0356CC100	\$ 232.26	XI
67052231049	Clamp repair, 3/4 inch, Standard, 1.050 OD x 3-inch wide	EA	350	\$ 4.53	Smith Blair 245	MUELLER	210-03-0105	\$ 1,594.41	XII
67052231080	Clamp repair, 1-inch, Standard, 1.315 OD x 3-inch wide	EA	190	\$ 4.95	Smith Blair 245	MUELLER	210-03-0131	\$ 939.78	XII
67052231122	Clamp repair, 1-1/4 inch, Standard, 1.660 OD x 3-inch wide	EA	20	\$ 5.09	Smith Blair 245	MUELLER	210-03-0166	\$ 101.72	XII
67052231163	Clamp repair, 1-1/2 inch, Standard, 1.900 OD x 3-inch wide	EA	140	\$ 5.46	Smith Blair 245	MUELLER	210-03-0190	\$ 764.73	XII
67052231205	Clamp repair, 2-inch, Standard, 2.375 OD x 3-inch wide	EA	360	\$ 5.98	Smith Blair 245	MUELLER	210-03-0237	\$ 2,152.26	XII
37052231221	Clamp repair, 2-inch, Standard, 2.375 OD x 8-inch wide	EA	150	\$ 10.80	Smith Blair 245	MUELLER	210-06-0237	\$ 1,619.35	XII
67052231239	Clamp repair, 2-inch, Standard, 2.375 OD x 8-inch wide	EA	40	\$ 16.57	Smith Blair 245	MUELLER	210-09-0237	\$ 662.80	XII
67052231254	Clamp repair, 2-1/2 inch, Standard, 2.875 OD x 9-inch wide	EA	40	\$ 22.18	Smith Blair 245	MUELLER	210-09-0287	\$ 887.31	XII
67052231270	Clamp repair, 3-inch, Standard, 3.500 OD x 9-inch wide	EA	12	\$ 25.99	Smith Blair 245	MUELLER	210-09-0350	\$ 311.87	XII
67052205027	Clamp Repair stainless 3 inch tapped with 3/4" C.C. third tapping boss	EA	50	\$ 65.34	Smith Blair 264	MUELLER	522-06-0346	\$ 3,267.20	XII
67052204004	Clamp repair, tapped, 8-inch with 3/4 inch tapping boss OD 8.62 - 9.42 x 7.5 inch wide	EA	20	\$ 91.16	Smith Blair 239	MUELLER	512-07-0862	\$ 1,823.23	XIII
67052204012	Clamp repair, tapped, 8-inch with 1-inch tapping boss OD 8.62 - 9.42 x 7.5 inch wide	EA	10	\$ 91.16	Smith Blair 239	MUELLER	514-07-0862	\$ 911.61	XIII
67052204020	Clamp repair, tapped, 6-inch with 1-inch tapping boss OD 6.84 - 7.64 x 7.5 inch wide	EA	10	\$ 82.94	Smith Blair 239	MUELLER	514-07-0675	\$ 829.35	XIII
67052204038	Clamp repair, tapped, 6-inch with 3/4 inch tapping boss OD 6.84 - 7.64 x 7.5 inch wide	EA	75	\$ 82.94	Smith Blair 239	MUELLER	512-07-0675	\$ 6,220.16	XIII
				\$ -				\$ -	
67052105003	Clamp, full circle, 2-inch, C.I. 2.50 OD x 7.5 wide single band	EA	10	\$ 32.17	Powerseal 3121	MUELLER	500-07-0235	\$ 321.72	XIV
67052105102	Clamp, full circle, 2-inch, C.I. 2.50 OD x 12.5 wide single band	EA	60	\$ 50.98	Powerseal 3121	MUELLER	500-12-0235	\$ 3,058.71	XIV
67052202008	Clamp, full circle, 2-inch, A.C.; 2.82 OD x 7.5 wide single band	EA	30	\$ 32.95	Powerseal 3121	MUELLER	500-07-0270	\$ 988.39	XIV
67052202057	Clamp, full circle, 2-inch, C.I.; 2.82 OD x 12.5 wide single band	EA	15	\$ 56.71	Powerseal 3121	MUELLER	500-12-0270	\$ 850.65	XIV
67052202107	Clamp, full circle, 2-inch, C.I.; 3.17 OD x 7.5 wide single band	EA	35	\$ 35.18	Powerseal 3121	MUELLER	500-07-0297	\$ 1,231.40	XIV
67052202156	Clamp, full circle, 2-inch, A.C.; 3.17 OD x 12.5 wide single band	EA	10	\$ 58.46	Powerseal 3121	MUELLER	500-12-0297	\$ 584.62	XIV
67052105201	Clamp, full circle, 3-inch, C.I.; 3.80 OD x 7.5 wide single band	EA	45	\$ 36.92	Powerseal 3121	MUELLER	500-07-0373	\$ 1,661.61	XIV
67052105300	Clamp, full circle, 3-inch, C.I.; 3.80 OD x 12.5 wide single band	EA	20	\$ 61.53	Powerseal 3122	MUELLER	500-12-0373	\$ 1,230.54	XIV
67052202206	Clamp, full circle, 3-inch, A.C.; 4.13 OD x 7.5 wide single band	EA	10	\$ 38.23	Powerseal 3122	MUELLER	500-07-0396	\$ 382.26	XIV
67052202305	Clamp, full circle, 4-inch, A.C.; 4.74 to 5.57 OD x 7.5 wide double band	EA	100	\$ 57.47	Powerseal 3121	MUELLER	510-07-0470	\$ 5,747.31	XIV

Qty Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Officer's Part Number	Officer's Manufacturer Part Number	Total	Group
67052202354	Clamp, full circle, 4-inch, A.C., 4.74 to 5.57 OD x 12.5 wide double clamp	EA	40	\$ 94.20	Powerseal 3121	MUELLER	510-12-0470	\$ 3,768.17	XIV
67052202404	Clamp, full circle, 6-inch, C.I., 6.84 to 7.64 OD x 12 wide double band	EA	95	\$ 105.03	Powerseal 3121	MUELLER	510-12-0675	\$ 9,978.06	XIV
67052202453	Clamp, full circle, 8-inch, A.C., 6.84 to 7.64 OD x 8 wide double band	EA	200	\$ 83.74	Powerseal 3122	MUELLER	510-09-0575	\$ 16,748.39	XIV
67052202503	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 7.5 wide double band	EA	50	\$ 79.19	Powerseal 3122	MUELLER	510-07-0888	\$ 3,959.68	XIV
67052202552	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 12.5 wide double band	EA	55	\$ 117.42	Powerseal 3122	MUELLER	510-12-0888	\$ 6,458.06	XIV
67052105409	Clamp, full circle, 12-inch, C.I., 13.20 OD x 15 wide double band	EA	5	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 1,145.59	XIV
67052202602	Clamp, full circle, 12-inch, A.C., 13.50 to 14.30 OD x 16 wide double band	EA	10	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 2,291.18	XIV
				\$ -				\$ -	
65933122106	Coupling, straight smooth tailpiece, 1 inch	EA	1500	\$ 9.96	Mueller 1H10890	JAMES JONES	E130-1x2-5/8	\$ 14,935.48	XV
65933122007	Coupling, straight smooth tailpiece, 3/4 inch	EA	1500	\$ 6.47	Mueller 07H10890	JAMES JONES	E130-34x2-1/2	\$ 9,709.68	XV
				\$ -				\$ -	
67052784005	Resetter for 5/8 x 3/4 inch meter, 7-inch high valve type	EA	2800	\$ 58.88	Mueller H 14118	MUELLER	H14118-5/8x3/4x7	\$ 164,868.82	XVI
67052784054	Resetter for 5/8 x 3/4 inch meter, 12-inch high valve type	EA	300	\$ 63.78	Mueller H 14118	MUELLER	H14118-5/8x3/4x12	\$ 19,129.03	XVI
67052784085	Resetter for 1 1/2 inch meter, 15 inches high Ford VV4615	EA	100	\$ 826.20	Mueller H 14124	MUELLER	H14124-1-1/2x15	\$ 82,620.43	XVI
67052784090	Resetter for 2 inch meter, 14 inches high Ford VV47-14	EA	100	\$ 870.52	Mueller H 14124	MUELLER	H14124-2x14	\$ 87,051.61	XVI
67052784070	Resetter for 1 inch x 1 inch meter, 12 inch high valve type	EA	100	\$ 118.55	Mueller H 14118	MUELLER	H14118-1x12	\$ 11,854.84	XVI
67052784104	Resetter for 5/8 inch x 3/4 inch meter, 15 inch high valve type	EA	45	\$ 66.81	Mueller H 14118	MUELLER	H14118-5/8x3/4x15	\$ 3,006.29	XVI
65954305754	Cast Iron Offset, 6 inch by 12 inch drop, MJ by PE (with 4	EA	100	\$ 249.02	Sigma	SIGMA	MJOP0812	\$ 24,902.35	XVII
65906403004	Adapter flange coupling, 3 inch cast iron mechanical joint x flanged, with accessories, outside diameter 3.74	EA	100	\$ 81.23	Smith Blair 912	JCM	301-0396	\$ 8,122.58	XVII
65906406007	Adapter flange coupling, 6 inch cast iron mechanical joint x flanged, with accessories, outside diameter 6.84	EA	100	\$ 134.55	Smith Blair 912	JCM	301-0690	\$ 13,454.84	XVII
65906112001	Adapter flexible coupling, 4" cast iron, Ford #FTCA range 4.70 - 4.91	EA	50	\$ 107.48	Smith Blair 912	JCM	301-0480	\$ 5,374.19	XVII
67052930905	Clamp bell joint leak 12" C.I.P.	EA	10	\$ 240.86	Smith Blair 274	JCM	103-1320	\$ 2,408.60	XVII
72084023265	Coupling Maxfit 6"	EA	400	\$ 103.70	Smith Blair 461	MUELLER	MRC0654	\$ 41,479.57	XVII
72084023285	Coupling Maxfit 8"	EA	100	\$ 123.44	Smith Blair 461	MUELLER	MRC0854	\$ 12,344.09	XVII
72084023285	2" Brass Plug, 150# SQ HD	EA	4	\$ 9.31	Smith Blair 461	MATCO-NORCA	518-2	\$ 37.25	XVII
72084023285	6" 316 SS Cap, SCH 10	EA	3	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" Flange Adapter, 150 #	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" ON x 6" STD Weld O-Let	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	3" Copper Union	EA	1	\$ 242.65	Smith Blair 461	ELKHART	733-3	\$ 242.65	XVII
72084023285	3" Copper Adapter, Male	EA	1	\$ 48.09	Smith Blair 461	ELKHART	604-3	\$ 48.09	XVII
72084023285	6" Steel Tee, flanged	EA	1	\$ -	Smith Blair 461			\$ -	XVII

EXHIBIT 1

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



CITY OF PHOENIX

CONTRACT
Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops,
Smart No. PHX-16-D-ZGEN-84-000275
Contract No. 4701002106
Contract Start Date: 07/02/2015
Contract Validity End Date: 06/30/2016
Last Option End Date: 06/30/2020
Payment Terms: Net 30 Days
Delivery Terms: FOB Destination

Buyer Contact: Chuck Garvey  
Telephone: 602-261-8668  
E-mail: chuck.garvey@phoenix.gov

Item	Description
1	<b>COUPLING STRAIGHT 3/4" COPPER X 3/4" COP</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-34 Material No. 65933701024 Unit Price: 11.22
2	<b>COUPLING STRAIGHT 1" COPPER X COPPER</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2609-1 Material No. 65933701123 Unit Price: 12.24
3	<b>COUPLING STRAIGHT 3/4" F. COPPER THD TO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933722020 Unit Price: 10.46
4	<b>COUPLING STRAIGHT 1" F. COPPER THD TO CO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-1 Material No. 65933722129 Unit Price: 15.38
5	<b>COUPLING STRAIGHT 3/4" F.I.P. X COPPER C</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2607-34 Material No. 65933215108 Unit Price: 9.85

The Contractor is now bound to sell the materials or services listed in the attached contract, including all terms, conditions, specifications, addenda, amendments, etc. and Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as the number above. Contractor has been cautioned not to commence any billable work or provide any service or material under this contract until Contractor receives a purchase order.

Have questions about doing business with the City of Phoenix? Visit our Procurement website at [www.phoenix.gov/finance/procurement](http://www.phoenix.gov/finance/procurement)

For specific information regarding contract opportunities with the City of Phoenix, please visit our Open Solicitations website at [www.phoenix.gov/solicitations](http://www.phoenix.gov/solicitations)

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



CITY OF PHOENIX

**CONTRACT**  
Contract Title: Water Elbows, Fittings, Pipe, Shafts,  
Flanges, Nipples, Bushings, Reducers, Clamps,  
Stops,  
Smart No. PHX-16-D-ZGEN-84-000275

Page 2 / 3

Item	Description
6	<b>COUPLING STRAIGHT 3/4" FEMALE COPPER THR</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2623-34 Material No. 65933764022 Unit Price: 10.46
7	<b>COUPLING STRAIGHT 1" M.I.P. BY COPPER CO</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2605-1 Material No. 65933743125 Unit Price: 10.87
8	<b>COUPLING STRAIGHT 1" M.I.P. THREAD TO 1"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E2606-1 Material No. 65933323258 Unit Price: 16.61
9	<b>STOP FLANGED ANGLE METER 1 1/2"</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-112 Material No. 67064916264 Unit Price: 113.90
10	<b>STOP FLANGED ANGLE METER 2"</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E4205-2 Material No. 67064917270 Unit Price: 146.24
11	<b>STOP ANGLE METER 1" PACK JOINT (CTS)</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1527SN-1 Material No. 67064916231 Unit Price: 27.24
12	<b>STOP CURB 3/4" FEMALE INLET AND OUTLET I</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-34 Material No. 67064907008 Unit Price: 31.91
13	<b>STOP CURB 1" FEMALE INLET AND OUTLET I.P</b> Product Category: 670640000 Product Category Text: Supplies and Stops Supplier Part No. E1900-1 Material No. 67064907057 Unit Price: 49.59

VENDOR NO. 3074727  
FWC SUPPLY LLC  
4863 E INGRAM  
MESA AZ 85205-3212



CITY OF PHOENIX

<b>CONTRACT</b> Contract Title: Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings, Reducers, Clamps, Stops, Smart No. PHX-16-D-ZGEN-84-000275
--

Page 3 / 3

Item	Description
14	<b>SADDLE DOUBLE STRAP BRONZE 3" A.C. X3/4"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC075 Material No. 65973822011 Unit Price: 17.63
15	<b>SADDLE DOUBLE STRAP BRONZE 3" A.C. X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. DR2A0356CC100 Material No. 65973822110 Unit Price: 17.63
16	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-4x3/4 Material No. 65933822218 Unit Price: 58.03
17	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-4x1 Material No. 65973822318 Unit Price: 58.03
18	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 3/4"</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. J979-6x3/4 Material No. 65933822218 Unit Price: 68.37
19	<b>SADDLE DOUBLE STRAP BRONZE 4" A.C.X 1"</b> Product Category: 659730000 Product Category Text: Saddles,Sleeve,Strap Supplier Part No. J979-6x1 Material No. 65973822318 Unit Price: 68.37
20	<b>COUPLING STRAIGHT WATER METER 3/4" MACHI</b> Product Category: 659330000 Product Category Text: Couplings Supplier Part No. E130-34x2-1/2 Material No. 65933122007 Unit Price: 6.47

FORM A - OFFEROR IDENTIFICATION (DO NOT handwrite this Form. Information must be typed in.)						InvitationNo.: IFB15-158	
InvitationTitle:		WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT			ADDENDUM 01		
Offeror Company:		FWC Supply LLC					
(Legal name of business which will appear on contract, if awarded)							
Offeror Status:		<input type="checkbox"/> Manufacturer		<input checked="" type="checkbox"/> Dealer/Distributor		<input type="checkbox"/> Other	
Mailing Address:		27 W. Baseline Rd		Gilbert		Arizona 85233	
		Street/PO Box		City		State & Zip	
Physical Address:		Same					
		Street		City		State & Zip	
Phone:		480-625-5537		Fax:		480-813-2350	
Payment Terms							
PaymentTerms:		0 %		Days		0	
						Net Days	
						30	
		<p>Prompt payment discount to apply after receipt of invoice or final acceptance of the products or services whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your response.</p> <p><u>Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.</u></p>					



FORM B - ANNUAL COST (DO NOT handwrite this Form. Information must be typed in.)					InvitationNo.: IFB15-158				
WATER ELBOWS, FITTINGS, PIPE, SHAFTS, FLANGES, NIPPLES, BUSHINGS, REDUCERS, CLAMPS, STOPS, CONVERSIONS TEES, RESETTERS, COUPLINGS AND MISCELLANEOUS ITEMS - REQUIREMENTS CONTRACT									
ADDENDUM 01									
This FORM is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.									
Note: Offeror shall not modify this form in any way other than inputting their name and prices. All items listed below are to be considered as for purposes of this Invitation and any subsequent contract. Offeror shall determine which unit to offer and shall fill in the City price in the appropriate cell. Unless shown otherwise in this or any other City specification document, all delivery charges shall be priced herein to include as priced.									
City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
65941301262	Street elbow, brass, 1-1/2 inch, 90 degree.	EA	200	\$ 17.34	W4/212-015NL	MATCO-NORCA	507-2-112	\$ 3,467.06	I
65941465141	Elbow 90 degree 1 1/4 inch brass.	EA	50	\$ 12.36	W4/206-015NL	MATCO-NORCA	507-112.	\$ 617.94	I
65941364252	Elbow 90 degree 1 inch copper compression to 1 inch F.I.P. thread.	EA	100	\$ 24.74	Ford/L14-44NL	JAMES JONES	E2621-1	\$ 2,474.19	I
65941465166	Elbow 90 degree 2 inch brass.	EA	150	\$ 20.12	W4/206.020NL	MATCO-NORCA	507-2	\$ 3,017.47	I
65941301304	Street elbow, 90 degree 2 inch brass.	EA	150	\$ 29.39	W4/212-020NL	MATCO-NORCA	507-2-2	\$ 4,409.12	I
	8" Elbow steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	6" Elbow steel GRVD, 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, Short Radius 90	EA	1	\$ -				\$ -	I
	4" Elbow steel STD, LR, Weld 45	EA	1	\$ -				\$ -	I
	3" Elbow Copper	EA	1	\$ 25.96		ELKHART	607-3	\$ 25.96	I
	2" Elbow Carbon Steel STD, LR, Weld 90	EA	1	\$ -				\$ -	I
	2" Street Elbow T-316 SS, 150#	EA	3	\$ -				\$ -	I
65941313002	Elbow, 1-1/2 inch, compression to compression, copper tubing size.	EA	220	\$ 60.11	AY McDonald 4761-22	JAMES JONES	E2611-112	\$ 13,223.66	II
65941313051	Elbow, 2-inch, compression to compression, copper tubing size.	EA	525	\$ 109.45	AY McDonald 4761-22	JAMES JONES	E2611-2	\$ 57,462.10	II
65941313200	Elbow, coupling, 3/4 inch, M.I.P. threaded to copper compression.	EA	4000	\$ 12.71	AY McDonald 74779M-22 3/4	JAMES JONES	E2619-34	\$ 50,838.71	II
65941313309	Elbow, coupling, 1-inch, M.I.P. threaded to copper compression.	EA	500	\$ 19.82	AY McDonald 4779M-22	JAMES JONES	E2619-1	\$ 9,908.60	II
67052328001	Elbow, coupling, 3/4 inch, F.I.P. threaded to copper compression.	EA	400	\$ 17.04	AY McDonald 74779-22 3/4	JAMES JONES	E2621-34	\$ 6,817.20	II

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
								\$ -	
65933701024	Straight coupling, 3/4 inch, copper compression, both ends	EA	1500	\$ 11.22	Mueller H 15403	JAMES JONES	E2609-34	\$ 16,822.58	III
65933701123	Straight coupling, 1-inch, copper compression, both ends.	EA	300	\$ 12.24	Mueller H 15403	JAMES JONES	E2609-1	\$ 3,670.97	III
65933722020	Straight coupling, 3/4 inch, F. copper thread to copper compression.	EA	400	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 4,184.95	III
65933722129	Straight coupling, 1-inch, F. copper thread to copper compression.	EA	80	\$ 15.38	Mueller H 15071	JAMES JONES	E2623-1	\$ 1,230.11	III
65933743026	Straight coupling, 3/4 inch, M.I.P. by copper.	EA	1250	\$ 9.18	Mueller H 15428	JAMES JONES	E2605-34	\$ 11,478.49	III
65933215108	Straight coupling, 3/4 inch F.I.P. by copper compression.	EA	100	\$ 9.85	Mueller H 15451	JAMES JONES	E2607-34	\$ 984.95	III
65933764022	Straight coupling, 3/4 inch, Female copper thread to 3/4 inch polyethylene compression plastic tubing.	EA	100	\$ 10.46	Mueller H 15071	JAMES JONES	E2623-34	\$ 1,046.24	III
67052312500	Straight coupling, 2-inch, F.I.P. X copper tubing size.	EA	250	\$ 45.76	Mueller H 15451	JAMES JONES	E2607-2	\$ 11,440.86	III
67052323507	Straight coupling, 1-1/2 inch, M.I.P. X copper tubing size.	EA	230	\$ 30.03	Mueller H 15428	JAMES JONES	E2605-112	\$ 6,907.42	III
67052323754	Straight coupling, 2-inch, M.I.P. X copper tubing size.	EA	400	\$ 43.74	Mueller H 15428	JAMES JONES	E2605-2	\$ 17,496.77	III
67052334009	Straight coupling, 1-1/2 inch, copper tubing size (both ends)	EA	500	\$ 43.14	Mueller H 15403	JAMES JONES	E2609-112	\$ 21,569.89	III
67052334306	Straight coupling, 2-inch, copper tubing size (both ends).	EA	900	\$ 58.26	Mueller H 15403	JAMES JONES	E2609-2	\$ 52,432.26	III
67052349007	Straight coupling, 3/4 inch, copper to P.E. pipe with inserts.	EA	450	\$ 25.48	Mueller H 15409	JAMES JONES	E2612SGP-34	\$ 11,467.74	III
67052349205	Straight coupling, 1-inch, plastic tubing to P.E. pipe.	EA	130	\$ 31.60	Mueller H 15409	JAMES JONES	E2612SGP-1	\$ 4,108.28	III
67052312005	Straight coupling 1-1/2 inch female iron pipe thread x 1 1/2 inch copper.	EA	100	\$ 38.40	Mueller H 15451	JAMES JONES	E2607-112	\$ 3,839.78	III
65941344007	Straight coupling 1 inch copper compression x F.I.P. thread.	EA	125	\$ 14.09	Mueller H 15451	JAMES JONES	E2607-1	\$ 1,760.75	III
65933743125	Straight coupling 1 inch M.I.P. x copper compression.	EA	350	\$ 10.87	Mueller H 15428	JAMES JONES	E2605-1	\$ 3,804.84	III
65933323258	Straight coupling 1 inch M.I.P. thread x 1 inch polyethylene pipe compression.	EA	50	\$ 16.61	Mueller H 15429	JAMES JONES	E2606-1	\$ 830.65	III
67052212007	Flexible Coupling, 2inch 2.375 O.D.	EA	120	\$ 14.73	Ford FC3-084-5	JCM	201-008401	\$ 1,767.27	IV
65933202106	Flexible Coupling, 2-1/2", 2.875 O.D.	EA	600	\$ 37.80	Ford FC 3-105-5	JCM	201-028801	\$ 22,677.27	IV
65933202155	Flexible Coupling, 3" std. 3.500 O.D.	EA	235	\$ 16.98	Ford FC 3-132-5	JCM	201-013201	\$ 3,989.66	IV
65933202205	Flexible Coupling, 3" C.I., 3.8 to 3.96 O.D	EA	100	\$ 17.83	Ford FC 3-166-5	JCM	201-016601	\$ 1,782.95	IV
65933202304	Flexible coupling, 1-1/2 inch, 1.900 O.D.	EA	150	\$ 21.31	Ford FC 3-190-5	JCM	201-019001	\$ 3,196.02	IV
65933202353	Flexible coupling, 2-inch, 2.375 O.D.	EA	350	\$ 32.56	Ford FC 3-238-5	JCM	201-023801	\$ 11,394.89	IV
67052212403	Flexible coupling, 2-1/2 inch, 2.875 O.D.	EA	30	\$ 37.80	Ford FC 3-288-5	JCM	201-028801	\$ 1,139.86	IV
65933202502	Flexible coupling, 3-inch, Std., 3.500 O.D.	EA	10	\$ 51.78	Ford FC 3-350-5	JCM	201-035001	\$ 517.84	IV
65933154059	Flexible coupling, 3-inch, C.I., 3.8 to 3.96 O.D.	EA	60	\$ 42.94	Ford FC 2A-388-406	JCM	210-0396	\$ 2,576.59	IV
65933101167	Flexible coupling, 3-inch, A.C., 3.97 to 4.14 O.D.	EA	12	\$ 42.94	Ford FC 2A-406-420	JCM	210-0414	\$ 515.32	IV
65933154109	Flexible coupling, 4-inch, C.I., 4.8 to 5.0 O.D.	EA	250	\$ 56.09	Ford FC 2A-510-510	JCM	210-0535	\$ 14,022.73	IV
65933101266	Flexible coupling, 4-inch, A.C., 5.11 to 5.45 O.D.	EA	36	\$ 63.51	Ford FC 2A-557-557	JCM	210-0545	\$ 2,286.41	IV

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
65933202601	Flexible coupling 4 inch Std., 4.500 O.D.	EA	50	\$ 49.88	Ford FC 1-480-480	JCM	210-0450	\$ 2,493.75	IV
65933101365	Flexible coupling, 6-inch, C.I., 6.90 to 7.22 O.D.	EA	2300	\$ 71.63	Ford FC 1-720-720	JCM	210-0690	\$ 164,737.50	IV
65933154158	Flexible coupling, 6 inch A.C. 7.19 to 7.45 OD	EA	50	\$ 73.31	Ford FC 2A-756-756	JCM	210-0740	\$ 3,665.34	IV
67052154209	Flexible coupling, 8-inch, A.C., 9.30 to 9.50 O.D	EA	20	\$ 103.89	Ford FC 2A-940-974	JCM	210-0960	\$ 2,077.73	IV
67052253001	Flexible coupling, Transition, 8-inch, A.C., 9.30 to 9.50 O.D. to 8-inch C.I., 8.60 to 9.60 O.D.	EA	300	\$ 113.45	Ford FC 2A-8	JCM	212-0960-0905	\$ 34,036.36	IV
65933101464	Flexible coupling, 8-inch, C.I., 9.60 to 9.60 O.D.	EA	90	\$ 103.89	Ford FC 2A-974-974	JCM	210-0960	\$ 9,349.77	IV
6752101564	Flexible coupling, 10-inch, A.C., 11.95 O.D.	EA	10	\$ 146.44	Ford FC 2A-1212-1212	JCM	210-1200	\$ 1,464.43	IV
67052154308	Flexible coupling, 10-inch, C.I., 11.10 O.D.	EA	10	\$ 139.99	Ford FC 1-1446-1446	JCM	210-1110	\$ 1,399.89	IV
67052154506	Flexible coupling, 12-inch, C.I., 13.20 O.D.	EA	25	\$ 155.24	Ford FC 1-1356-1356	JCM	210-1320	\$ 3,880.97	IV
65933101670	Flexible coupling, 12-inch, A.C., 14.21 O.D.	EA	10	\$ 165.73	Ford FC 2A-1438-1438	JCM	210-1420	\$ 1,657.27	IV
67052264008	Flexible coupling, transition, 12-inch, A.C., 14.21 O.D. to 12 inch C.I., 13.20 O.D.	EA	90	\$ 184.42	Ford FC 2A-1350-1438	JCM	212-1420-1320	\$ 16,597.84	IV
65933101803	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ 54.32	Ford CF 34-66	MUELLER	P10127-112	\$ 5,432.26	V
67031101800	Water meter coupling, flexible, bronze, size: 1-1/2 inch, flanged.	EA	100	\$ -	Ford CF 35-66			\$ -	V
65933101878	Water meter coupling, flexible, bronze, size: 2-inch, flanged.	EA	150	\$ -	Ford CF 35-77			\$ -	V
65944526758	Bronze meter flange, 1-1/2 inch, F.I.P. thread, with gasket.	EA	250	\$ 27.53	Ford CF 31-66	JAMES JONES	E129-112	\$ 6,881.72	V
65944526857	Bronze meter flange, 2-inch, F.I.P. thread, with gasket.	EA	300	\$ 35.92	Ford CF 31-77	JAMES JONES	E129-2	\$ 10,777.42	V
67052123006	Coupling, water meter, straight, 3/4 inch ribbed tailpiece.	EA	3650	\$ 6.37	Ford C38.23.2-5	JAMES JONES	E130-34x2-1/2	\$ 23,234.41	V
67052124004	Coupling, water meter, straight, 1-inch, ribbed tailpiece.	EA	1600	\$ 9.78	Ford C38.44.2.625	JAMES JONES	E130-1x2-5/8	\$ 15,655.91	V
67064916264	Flanged angle meter stop, 1-1/2 inch.	EA	300	\$ 113.90	Ford FV43-666W	JAMES JONES	E4205-112	\$ 34,170.97	V
67064917270	Flanged angle meter stop, 2-inch.	EA	530	\$ 146.24	Ford FV43-777W	JAMES JONES	E4205-2	\$ 77,505.38	V
67064916225	Angle meter stop 3/4 inch.	EA	750	\$ 20.28	Ford KV43-332W	JAMES JONES	E1527SN-34	\$ 15,209.68	V
67064916231	Angle meter stop 1 inch.	EA	500	\$ 27.24	Ford KV43-444W	JAMES JONES	E1527SN-1	\$ 13,618.28	V
67064752008	Corporation stop, 1-1/2 inch Inlet, I.P.T. outlet, copper tubing size.	EA	160	\$ 91.34	Mueller B 25028	JAMES JONES	E1935-112	\$ 14,615.05	VI
67064752107	Corporation stop, 2-inch Inlet, I.P.T. outlet, copper tubing size.	EA	320	\$ 151.06	Mueller B 25028	JAMES JONES	E1935-2	\$ 48,340.65	VI
67064803009	Corporation stop, 3/4 inch, I.P. x I.P.	EA	140	\$ 29.13	Mueller H 10013	JAMES JONES	E1943-34	\$ 4,078.06	VI
67064905259	Corporation stop, 3/4 inch, CST inlet by copper outlet	EA	1300	\$ 22.88	Mueller H 15008	JAMES JONES	E3401-34	\$ 29,746.24	VI
67064854127	Corporation stop 1 inch inlet, corporation stop thread x 1 inch copper.	EA	600	\$ 32.23	Mueller H 15008	JAMES JONES	E3401-1	\$ 19,335.48	VI
67064803058	Corporation stop 1 inch M.I.P. thread x 1 inch M.I.P. thread.	EA	50	\$ 40.16	Mueller H 10013	JAMES JONES	E1943-1	\$ 2,008.06	VI
67064907008	Curb stop, 3/4 inch, female inlet and outlet, I.P. thread.	EA	5800	\$ 31.91	Mueller 10914	JAMES JONES	E1900-34	\$ 185,101.08	VII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
67064907057	Curb stop, 1-inch, female inlet and outlet, I.P. thread.	EA	725	\$ 49.59	Mueller 10914	JAMES JONES	E1900-1	\$ 35,953.76	VII
67064907107	Curb stop, 1-1/2 inch, female inlet and outlet, I.P. thread.	EA	200	\$ 102.31	Mueller 10914	JAMES JONES	E1900-112	\$ 20,462.37	VII
67064907156	Curb stop, 2-inch, female inlet and outlet, I.P. thread.	EA	400	\$ 149.72	Mueller 10914	JAMES JONES	E1900-2	\$ 59,888.17	VII
				\$ -				\$ -	
67070010243	Gate valve, bronze, 2-inch, non-rising stem, 125 lb., screwed end.	EA	70	\$ 184.65	AY McDonald 2035T	MUELLER	010914-2	\$ 12,925.16	VIII
67070010276	Gate valve, bronze, 2-1/2 inch, non-rising stem, 125 lb., screwed end.	EA	60	\$ 415.02	AY McDonald 2035T	MUELLER	010914-212	\$ 24,901.29	VIII
67070010128	Valve gate bronze 3/4" non rising stem f.i.p. thread.	EA	70	\$ 66.43	AY McDonald 2035T	MUELLER	010914-34	\$ 4,650.11	VIII
89045683706	Conversion assembly, 3/4 inch.	EA	1950	\$ -	Ford A95016			\$ -	IX
89045683805	Conversion assembly, 1-inch.	EA	180	\$ -	Ford A9017			\$ -	IX
65933893698	Coupling Calder 4" with shear ring-Joints Inc. (no alternate) Joints C-106	EA	200	\$ -	Joints Inc. C-106			\$ -	X
65933894050	Coupling Calder 6" with shear ring for vitrified pipe - Joints Inc. (no alternate)	EA	180	\$ -	Joints Inc. C-102 WG			\$ -	X
65933893961	Coupling Calder 8" with shear ring - Joints Inc. (no alternate)	EA	450	\$ -	Joints Inc. C-100 WG			\$ -	X
65965894143	Reducer: Calder Coupling 4"x6" - Joints Inc.	EA	50	\$ -	Joints Inc. C-110			\$ -	X
65973822011	Saddle double strap, bronze, 3-inch, A.C., 4.13 OD x 3/4 inch C.S.T.	EA	80	\$ 17.63	Mueller DR2A	MUELLER	DR2A0356CC075	\$ 1,410.75	XI
65973822110	Saddle double strap, bronze, 3-inch, A.C. 4.13 OD x 1-inch C.S.T.	EA	4	\$ 17.63	Mueller DR2A	MUELLER	DR2A0356CC100	\$ 70.54	XI
65973843017	Saddle double strap, bronze, 3-inch A.C. 4.13 OD x 2-inch C.S.T.	EA	25	\$ 29.49		JCM	402-0413x2	\$ 737.37	XI
65933822218	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 3/4 inch C.S.T.	EA	300	\$ 58.03	Mueller BR2B	JAMES JONES	J979-4x3/4	\$ 17,409.68	XI
65973822318	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 1-inch C.S.T.	EA	40	\$ 58.03	Mueller BR2B	JAMES JONES	J979-4x1	\$ 2,321.29	XI
65973843116	Saddle double strap, bronze, 4-inch A.C. 5.10 OD x 2-inch I.P.T.	EA	35	\$ 73.67	Mueller BR2B	JAMES JONES	J979-4x2	\$ 2,578.33	XI
65973822417	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 3/4 inch C.S.T.	EA	675	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x3/4	\$ 46,146.77	XI
65973822516	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-inch C.S.T.	EA	110	\$ 68.37	Mueller BR2B	JAMES JONES	J979-6x1	\$ 7,520.22	XI
65973843215	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 1-1/2 inch I.P.T.	EA	20	\$ 78.15	Mueller BR2B	JAMES JONES	J979-6x1-1/2	\$ 1,563.01	XI
65973843314	Saddle double strap, bronze, 6-inch A.C. 7.20 OD x 2-inch I.P.T.	EA	96	\$ 85.87	Mueller BR2B	JAMES JONES	J979-6x2	\$ 8,243.61	XI
65973822615	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 3/4 inch C.S.T.	EA	150	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x3/4	\$ 12,688.71	XI
65973822714	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-inch C.S.T. 65973843413	EA	95	\$ 84.59	Mueller BR2B	JAMES JONES	J979-8x1	\$ 8,036.18	XI
65973843413	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 1-1/2 inch I.P.T.	EA	30	\$ 89.06	Mueller BR2B	JAMES JONES	J979-8x1-1/2	\$ 2,671.94	XI
65973843512	Saddle double strap, bronze, 8-inch A.C. 9.40 OD x 2-inch I.P.T.	EA	120	\$ 96.96	Mueller BR2B	JAMES JONES	J979-8x2	\$ 11,834.84	XI
65973801015	Saddle double strap bronze, 10 inch C.I. 11.10 OD x 2 inch I.P.T.	EA	25	\$ 123.61	Mueller BR2B	JAMES JONES	J979-10x2	\$ 3,090.32	XI
65973822813	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 3/4 inch C.S.T.	EA	25	\$ 122.65	Mueller BR2B	JAMES JONES	J979-12x3/4	\$ 3,066.13	XI

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
65973822912	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 1 inch C.S.T.	EA	45	\$ 122.65	Mueller BR2B	JAMES JONES	J979-12x1	\$ 5,519.03	XI
65973843611	Saddle double strap, bronze, 12-inch A.C. 14.21 OD x 2 inch I.P.T.	EA	80	\$ 140.84	Mueller BR2B	JAMES JONES	J979-12x2	\$ 11,267.10	XI
65973885216	Saddle single strap ductile iron 2 inch STD. 2.38 OD x 1 inch C.S.T.	EA	10	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC100	\$ 223.12	XI
65973885117	Saddle single strap ductile iron 2 inch STD. 2.38 OD x ¾ inch C.S.T.	EA	50	\$ 22.31	Mueller DR1S	MUELLER	DR1S0235CC075	\$ 1,115.59	XI
65973885612	Saddle single strap ductile iron 3 inch STD. 3.50 OD x 1 inch C.S.T.	EA	10	\$ 23.23	Mueller DR1S	MUELLER	DR1S0356CC100	\$ 232.26	XI
67052231049	Clamp repair, ¾ inch, Standard, 1.050 OD x 3-inch wide	EA	350	\$ 4.53	Smith Blair 245	MUELLER	210-03-0105	\$ 1,584.41	XII
67052231080	Clamp repair, 1-inch, Standard, 1.315 OD x 3-inch wide	EA	190	\$ 4.95	Smith Blair 245	MUELLER	210-03-0131	\$ 939.78	XII
67052231122	Clamp repair, 1-1/4 inch, Standard, 1.660 OD x 3-inch wide	EA	20	\$ 5.09	Smith Blair 245	MUELLER	210-03-0166	\$ 101.72	XII
67052231163	Clamp repair, 1-1/2 inch, Standard, 1.900 OD x 3-inch wide	EA	140	\$ 5.46	Smith Blair 245	MUELLER	210-03-0190	\$ 764.73	XII
67052231205	Clamp repair, 2-inch, Standard, 2.375 OD x 3-inch wide	EA	360	\$ 5.98	Smith Blair 245	MUELLER	210-03-0237	\$ 2,152.26	XII
37052231221	Clamp repair, 2-inch, Standard, 2.375 OD x 6-inch wide	EA	150	\$ 10.80	Smith Blair 245	MUELLER	210-06-0237	\$ 1,619.35	XII
67052231239	Clamp repair, 2-inch, Standard, 2.375 OD x 9-inch wide	EA	40	\$ 16.57	Smith Blair 245	MUELLER	210-09-0237	\$ 662.80	XII
67052231254	Clamp repair, 2-1/2 inch, Standard, 2.875 OD x 9-inch wide	EA	40	\$ 22.18	Smith Blair 245	MUELLER	210-09-0287	\$ 887.31	XII
67052231270	Clamp repair, 3-inch, Standard, 3.500 OD x 9-inch wide	EA	12	\$ 25.99	Smith Blair 245	MUELLER	210-09-0350	\$ 311.87	XII
67052205027	Clamp Repair stainless 3 inch tapped with ¼" C.C. third tapping boss.	EA	50	\$ 65.34	Smith Blair 264	MUELLER	522-06-0346	\$ 3,267.20	XII
67052204004	Clamp repair, tapped, 8-inch with ¾ inch tapping boss. OD 8.62 - 9.42 x 7.5 inch wide.	EA	20	\$ 91.16	Smith Blair 239	MUELLER	512-07-0862	\$ 1,823.23	XIII
67052204012	Clamp repair, tapped, 8-inch with 1-inch tapping boss. OD 8.62 - 9.42 x 7.5 inch wide.	EA	10	\$ 91.16	Smith Blair 239	MUELLER	514-07-0862	\$ 911.61	XIII
67052204020	Clamp repair, tapped, 6-inch with 1-inch tapping boss. OD 6.84 - 7.64 x 7.5 inch wide.	EA	10	\$ 82.94	Smith Blair 239	MUELLER	514-07-0675	\$ 829.35	XIII
67052204038	Clamp repair, tapped, 6-inch with ¾ inch tapping boss. OD 6.84 - 7.64 x 7.5 inch wide.	EA	75	\$ 82.94	Smith Blair 239	MUELLER	512-07-0675	\$ 6,220.16	XIII
				\$ -				\$ -	
67052105003	Clamp, full circle, 2-inch, C.I. 2.50 OD x 7.5 wide single band.	EA	10	\$ 32.17	Powerseal 3121	MUELLER	500-07-0235	\$ 321.72	XIV
67052105102	Clamp, full circle, 2-inch, C.I. 2.50 OD x 12.5 wide single band.	EA	60	\$ 50.98	Powerseal 3121	MUELLER	500-12-0235	\$ 3,058.71	XIV
67052202008	Clamp, full circle, 2-inch, A.C., 2.82 OD x 7.5 wide single band.	EA	30	\$ 32.95	Powerseal 3121	MUELLER	500-07-0270	\$ 988.39	XIV
67052202057	Clamp, full circle, 2-inch, C.I., 2.82 OD x 12.5 wide single band.	EA	15	\$ 56.71	Powerseal 3121	MUELLER	500-12-0270	\$ 850.65	XIV
67052202107	Clamp, full circle, 2-inch, C.I., 3.17 OD x 7.5 wide single band.	EA	35	\$ 35.18	Powerseal 3121	MUELLER	500-07-0297	\$ 1,231.40	XIV
67052202156	Clamp, full circle, 2-inch, A.C., 3.17 OD x 12.5 wide single band.	EA	10	\$ 58.46	Powerseal 3121	MUELLER	500-12-0297	\$ 584.62	XIV
67052105201	Clamp, full circle, 3-inch, C.I., 3.80 OD x 7.5 wide single band.	EA	45	\$ 36.92	Powerseal 3121	MUELLER	500-07-0373	\$ 1,661.61	XIV
67052105300	Clamp, full circle, 3-inch, C.I., 3.80 OD x 12.5 wide single band.	EA	20	\$ 61.53	Powerseal 3122	MUELLER	500-12-0373	\$ 1,230.54	XIV
67052202206	Clamp, full circle, 3-inch, A.C., 4.13 OD x 7.5 wide single band.	EA	10	\$ 38.23	Powerseal 3122	MUELLER	500-07-0396	\$ 382.26	XIV
67052202305	Clamp, full circle, 4-inch, A.C., 4.74 to 5.57 OD x 7.5 wide double band.	EA	100	\$ 57.47	Powerseal 3121	MUELLER	510-07-0470	\$ 5,747.31	XIV

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
67052202354	Clamp, full circle, 4-inch, A.C., 4.74 to 5.57 OD x 12.5 wide double clamp.	EA	40	\$ 94.20	Powerseal 3121	MUELLER	510-12-0470	\$ 3,768.17	XIV
67052202404	Clamp, full circle, 6-inch, C.I., 6.84 to 7.64 OD x 12 wide double band.	EA	95	\$ 105.03	Powerseal 3121	MUELLER	510-12-0675	\$ 9,978.06	XIV
67052202453	Clamp, full circle, 6-inch, A.C., 6.84 to 7.64 OD x 8 wide double band.	EA	200	\$ 83.74	Powerseal 3122	MUELLER	510-09-0675	\$ 16,748.39	XIV
67052202503	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 7.5 wide double band.	EA	50	\$ 79.19	Powerseal 3122	MUELLER	510-07-0888	\$ 3,959.68	XIV
67052202552	Clamp, full circle, 8-inch, A.C., 8.99 to 9.79 OD x 12.5 wide double band.	EA	55	\$ 117.42	Powerseal 3122	MUELLER	510-12-0888	\$ 6,458.06	XIV
67052105409	Clamp, full circle, 12-inch, C.I., 13.20 OD x 15 wide double band.	EA	5	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 1,145.59	XIV
67052202602	Clamp, full circle, 12-inch, A.C., 13.50 to 14.30 OD x 16 wide double band	EA	10	\$ 229.12	Powerseal 3122	MUELLER	510-15-1310	\$ 2,291.18	XIV
				\$ -				\$ -	
65933122106	Coupling, straight smooth tailpiece, 1 inch.	EA	1500	\$ 9.96	Mueller 1H10890	JAMES JONES	E130-1x2-5/8	\$ 14,935.48	XV
65933122007	Coupling, straight smooth tailpiece, ¾ inch	EA	1500	\$ 6.47	Mueller 07H10890	JAMES JONES	E130-34x2-1/2	\$ 9,709.66	XV
				\$ -				\$ -	
67052784005	Resetter for 5/8 x 3/4 inch meter, 7-inch high valve type.	EA	2800	\$ 58.88	Muller H 14118	MUELLER	H14118-5/8x3/4x7	\$ 164,868.82	XVI
67052784054	Resetter for 5/8 x 3/4 inch meter, 12-inch high valve type.	EA	300	\$ 63.76	Muller H 14118	MUELLER	H14118-5/8x3/4x12	\$ 19,129.03	XVI
67052784085	Resetter for 1½ inch meter, 15 inches high Ford VV4615.	EA	100	\$ 826.20	Muller H 14124	MUELLER	H14124-1-1/2x15	\$ 82,620.43	XVI
67052784090	Resetter for 2 inch meter, 14 inches high Ford VV47-14.	EA	100	\$ 870.52	Muller H 14124	MUELLER	H14124-2x14	\$ 87,051.61	XVI
67052784070	Resetter for 1 inch x 1 inch meter, 12 inch high valve type.	EA	100	\$ 118.55	Muller H 14118	MUELLER	H14118-1x12	\$ 11,854.84	XVI
67052784104	Resetter for 5/8 inch x ¾ inch meter, 15 inch high valve type.	EA	45	\$ 66.81	Muller H 14118	MUELLER	H14118-5/8x3/4x15	\$ 3,006.29	XVI
65954305754	Cast Iron Offset, 8 inch by 12 inch drop, MJ by PE (with a	EA	100	\$ 249.02	Sigma	SIGMA	MJOP0812	\$ 24,902.35	XVII
65906403004	Adapter flange coupling, 3 inch cast iron mechanical joint x flanged, with accessories, outside diameter 3.74	EA	100	\$ 81.23	Smith Blair 912	JCM	301-0396	\$ 8,122.58	XVII
65906406007	Adapter flange coupling, 6 inch cast iron mechanical joint x flanged, with accessories, outside diameter 6.84	EA	100	\$ 134.55	Smith Blair 912	JCM	301-0690	\$ 13,454.84	XVII
65906112001	Adapter flexible coupling 4" cast iron, Ford #FFCA range 4.70 - 4.91.	EA	50	\$ 107.48	Smith Blair 912	JCM	301-0480	\$ 5,374.19	XVII
67052930905	Clamp bell joint leak 12" C.I.P.	EA	10	\$ 240.86	Smith Blair 274	JCM	103-1320	\$ 2,408.60	XVII
72084023265	Coupling Maxfit 6"	EA	400	\$ 103.70	Smith Blair 461	MUELLER	MRC0654	\$ 41,479.57	XVII
72084023285	Coupling Maxfit 8"	EA	100	\$ 123.44	Smith Blair 461	MUELLER	MRC0854	\$ 12,344.09	XVII
72084023285	2" Brass Plug, 150#, SQ HD	EA	4	\$ 9.31	Smith Blair 461	MATCO-NORCA	518-2	\$ 37.25	XVII
72084023285	6" 316 SS Cap, SCH 10	EA	3	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" Flange Adapter, 150 #	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	6" ON x 6" STD Weld-O-Let	EA	1	\$ -	Smith Blair 461			\$ -	XVII
72084023285	3" Copper Union	EA	1	\$ 242.65	Smith Blair 461	ELKHART	733-3	\$ 242.65	XVII
72084023285	3" Copper Adapter, Male	EA	1	\$ 48.09	Smith Blair 461	ELKHART	604-3	\$ 48.09	XVII
72084023285	6" Steel Tee, flanged	EA	1	\$ -	Smith Blair 461			\$ -	XVII

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
65944903007	Gland 1100 series Megalug for 12" ductile iron pipe, with accessory kit.	EA	30	\$ 88.87	Sigma One Lok	TYLER UNION	TUFGRIP12-K	\$ 2,666.25	XVII
67052900908	Gland 1100 series Megalug for 4" ductile iron pipe, with accessory kit.	EA	120	\$ 27.63	Sigma One Lok	TYLER UNION	TUFGRIP04-K	\$ 3,315.00	XVII
67052754057	Gland 1100 series Megalug for 6" ductile iron pipe, with accessory kit.	EA	500	\$ 34.13	Sigma One Lok	TYLER UNION	TUFGRIP06-K	\$ 17,062.50	XVII
67052754107	Gland 1100 series Megalug for 8" ductile iron pipe, with accessory kit.	EA	50	\$ 46.50	Sigma One Lok	TYLER UNION	TUFGRIP08-K	\$ 2,325.00	XVII
	4" ID SCH 80 Black Iron Pipe, A106B, SMLS, PE	FT	21	\$ -	Not Available			\$ -	XVIII
	8.625" OD SCH 80 Carbon Steel Pipe, D, A252, ERW, BPE	FT	21	\$ -				\$ -	XVIII
	8.625" OD SCH 80 Carbon Steel Pipe, I, A53B, API5L/X42	FT	420	\$ -				\$ -	XVIII
	12.75" OD XH Carbon Steel Pipe, I, A106, SMLS	FT	42	\$ -				\$ -	XVIII
	12.75" OD XH Carbon Steel Pipe, I, A53B, API5L	FT	42	\$ -				\$ -	XVIII
	24" ID SCH 40 Carbon Steel Pipe, I A53B/API5L/X42, ERW	FT	21	\$ -				\$ -	XVIII
	6.625" OD SCH 40 Black Iron Pipe	FT	21	\$ -				\$ -	XVIII
	8.625" OD SCH 40 Black Iron Pipe	FT	21	\$ -				\$ -	XVIII
	6.625" OD SCH 40 304/304L Stainless Pipe, I, ERW, PE	FT	42	\$ -				\$ -	XVIII
	3" SCH 40 304/304L Stainless Pipe, I, ERW, PE, cut to length	FT	3	\$ -				\$ -	XVIII
	4" SCH 40 304/304L Stainless Pipe, I, ERW, PE, cut to length	FT	4	\$ -				\$ -	XVIII
	10" ID SCH 40 Black Iron Pipe, A53-B, ERW, PE	FT	10	\$ -				\$ -	XVIII
	2" ID SCH 40 Brass Pipe	FT	20	\$ -				\$ -	XVIII
	3" ID Copper Pipe, Type L Hard	FT	20	\$ -				\$ -	XVIII
	6" ID SCH 10 T-316 Stainless Welded Pipe PE	FT	60	\$ -				\$ -	XVIII
	10 In x20 Ft 0.277 Steel T&C, TBE	EA	4	\$ -				\$ -	XIX
	8 In x20 Ft 0.277 Steel T&C, 3/4 Tapered NPT	EA	15	\$ -				\$ -	XIX
	8 In x20 Ft 0.322 Steel T&C, 3/4 Tapered NPT	EA	10	\$ -				\$ -	XIX
	6 In x20 Ft 0.280 Steel T&C, Tapered Thread	EA	4	\$ -				\$ -	XIX
	8 In x5 Ft 0.277 Steel T&C, 3/16 TPR	EA	1	\$ -				\$ -	XIX
	8 In x Cut to length 0.277 Steel Butt by PE TOE	EA	1	\$ -				\$ -	XIX
	6 In x Cut to length 0.28 Steel Butt by PE TOE	EA	1	\$ -				\$ -	XIX
	2 1/2" x1 1/2" x20', T&S, Inner RH, LH Shaft	EA	4	\$ -				\$ -	XX
	2 1/2" x1 11/16" x20', T&S, Inner RH, LH Shaft	EA	6	\$ -				\$ -	XX
	3 1/2" x2 3/16" x20', T&S, LH Tube and Shaft	EA	1	\$ -				\$ -	XX

City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
	4" Type "J"	EA	10	\$ -				\$ -	XXI
	12" Type "J"	EA	5	\$ -				\$ -	XXI
	Flange, 24 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 20 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 12 IN Steel 150#, RF/SO	EA	4	\$ -				\$ -	XXII
	Flange, 12 IN Steel 300#, FF Blind Flange	EA	2	\$ -				\$ -	XXII
	Flange, 16 IN Steel 150#, FF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 16 IN Steel 150#, RF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 20 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 24 IN Steel 150#, RF/SO	EA	1	\$ -				\$ -	XXII
	Flange, 2 1/2 In Steel 150#, RF/SO	EA	2	\$ -				\$ -	XXII
	Flange, 3 IN Steel AWWA Class-D, S/O	EA	1	\$ -				\$ -	XXII
	Flange, 4 IN Steel AWWA Class-D, S/O	EA	1	\$ -				\$ -	XXII
	Flange, 4 IN Steel 150#, Weld On flange	EA	1	\$ -				\$ -	XXII
	Flange, 6 IN Steel 150#, RF/SO	EA	9	\$ -				\$ -	XXII
	Flange, 6 IN 316 SS 150#, RF	EA	3	\$ -				\$ -	XXII
	Flange, 6 IN Steel Class D S/O	EA	1	\$ -				\$ -	XXII
	Flange, 8 IN Steel 150#, RF/SO	EA	6	\$ -				\$ -	XXII
	Nipple, 2 In x 10 In SCH 40 Steel	EA	1	\$ -				\$ -	XXIII
	Nipple, 2 In x 12 In SCH 40 Steel	EA	1	\$ -				\$ -	XXIII
	Nipple, 3 In x Closed BLK STD, TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 4 x 12 In BLK STD, TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 6 x 12 In XH BLK TBE	EA	1	\$ -				\$ -	XXIII
	Nipple, 8 x 16 In Steel PE x NPT	EA	1	\$ -				\$ -	XXIII
	Nipple, 8 5/8 x 12 In 0.500 BLK TOE x PE	EA	1	\$ -				\$ -	XXIII
	Nipple, 12 3/4 In x 4' 9-8/16 0.500 Steel 1A106 SMLS BPE	EA	1	\$ -				\$ -	XXIII
	Nipple, 2 In x 6 In Length SCH 40 T-304 SS	EA	2	\$ -				\$ -	XXIII
	Nipple, 2 In x 4 In Length SCH 40 T-304 SS	EA	2	\$ -				\$ -	XXIII



City Stock Number	Description	Unit	Quantity	Price	Current Manufacturer and Product Number	Offeror's Part Number	Offeror's Manufacturer Part Number	Total	Group
	Steel Coupling, 1 IN Forged Steel 316 SS 3000#, SCRD FULL NPT	EA	3	\$ -				\$ -	XXIV
	Steel Coupling, 2 IN Forged Steel T304 S/S 3000#, SCRD FULL	EA	3	\$ -				\$ -	XXIV
	Steel Coupling, 2 IN Forged Steel 316 SS 3000#, SCRD FULL	EA	3	\$ -				\$ -	XXIV
	Steel Coupling, 3 IN Copper CXC	EA	2	\$ -				\$ -	XXIV
	Steel Coupling, 3 IN Forged Steel 316 SS 3000#, SCRD FULL NPT	EA	3	\$ -				\$ -	XXIV
65924181400	Brass Bushing, 2 inch IP by 1 inch CC.	EA	100	\$ -	BB1A-74			\$ -	XXV
65924181210	Bushing, brass, 2 inch x 1-1/2 inch, female iron pipe x male iron pipe thread.	EA	100	\$ -	3020B15			\$ -	XXV
	4" x 3" Black Hex Head	EA	1	\$ -				\$ -	XXV
	6" x 5" Steel NPS x NPS	FT	1	\$ -				\$ -	XXV
65965701504	Reducer, bell brass, 1 inch x 3/4 inch.	EA	100	\$ -	3010R07			\$ -	XXVI
	Eccentric Reducer 10 x 8 STD, Weld	EA	1	\$ -				\$ -	XXVI
	Eccentric Reducer 4 x 3 Carbon Steel, STD, Weld	EA	1	\$ -				\$ -	XXVI
	Concentric Reducer 20" x 16", STD, Weld	EA	1	\$ -				\$ -	XXVI
	Concentric Reducer 4" x 2 1/2" Carbon Steel, STD, Weld	EA	2	\$ -				\$ -	XXVI
								\$ 2,056,040.79	
All pricing shall also be submitted in an Excel file format (.xlsx) only on the same electronic media (Flash/Jump Drive). PDF copy of the pricing section will be sufficient grounds for the City to consider your offer to be non-compliant.									

**TOWN OF FLORENCE, ARIZONA  
CONTRACT FOR COOPERATIVE USE OF CITY OF PHOENIX SOLICITATION NO  
IFB 15-158 (CG), CONTRACT NO. 4701002106 FOR WATER ELBOWS, FITTINGS,  
PIPE, SHAFTS, FLANGES ETC.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 20th day of November, 2017 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Fortiline Waterworks LLC (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Phoenix Solicitation No. IFB15-158 (CG), SRM Contract No. 4701002106 for Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items-Requirements Contract and Contract Amendment dated March 12, 2016. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (City of Phoenix Solicitation No. IFB15-158 (CG), SRM Contract No. 4701002106 for Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items-Requirements Contract and Contract Amendment dated March 12, 2016) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City of Phoenix" and "City" shall

be deemed to be and refer to the Town of Florence; and the terms: "Offeror", "Contractor", "Seller" shall be deemed to be and refer to the Contractor under this Contract.

4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
  - A. This signed Contract.
  - B. The solicitation documents, including City of Phoenix Solicitation No. IFB15-158 (CG), SRM Contract No. 4701002106 for Water Elbows, Fittings, Pipe, Shafts, Flanges, Nipples, Bushings Reducers, Clamps, Stops, Conversions Tees, Resetters, Couplings and Miscellaneous Items-Requirements Contract and Contract Amendment dated March 12, 2016, and including, but not limited to: Invitation for Bid, Instructions to Offerors, Fee Schedules; Notices; Checklists; Requirements for Proposers; Standard Terms and Conditions; Special Terms and Conditions; Scope of Work/Statement; Work Schedule; Certificates of Compliance; Plans, Specifications, Addenda, Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits, Material, Equipment, Submittals and Form B-Annual Cost (the "Contract Documents" or "Master Contract").
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **\$ 70,000**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS.**
  - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
  - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
  - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
  - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration

Warranty. Contractor agrees to assist the Town in regard to any such inspections.

- E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
  - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
  - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
  - H. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.
9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: FWC Supply LLC. Attn: S Helm, 27 West Baseline Rd, Gilbert, AZ 85233.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

Date: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

Approved as to Form

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR

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

Date: \_\_\_\_\_

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

# QUOTE



a MORSCO brand

\* ATTENTION\*  
See new terms and conditions  
at the bottom of the page

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
221041	FORTILINE MESA	5691878	11/07/17	1

CUSTOMER	PROJECT INFORMATION
TOWN OF FLORENCE TOWN OF FLORENCE ATTN: TIMM WAINSCOTT FLORENCE, AZ 85132	FLORENCE MEDICAL

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<b>PIPE C-900 &amp; DIP</b>		
30	640	FT	12" C900 DR18 PIPE	16.9700	10,860.80
40	80	FT	8" C900 DR18 PIPE	8.2500	660.00
50	36	FT	6" TJ DIP PR350	12.7500	459.00
			<b>Package Sub-total:</b>		<b>11,979.80</b>
			<b>12" MJ GATE VB&amp;C</b>		
90	2	EA	12 MJ GV O/L A2361-23 SS/EPDM EVERDUR STEM	1,385.4100	2,770.82
100	2	EA	562A VLV BOX LID M/WATER 2" DEEP SKIRT	9.7000	19.40
110	2	EA	562A SLIP VB TOP L/LID	22.6700	45.34
120	2	EA	564A SLIP VB BOTTOM HP	28.9400	57.88
130	4	EA	12" TUFGRIP MJ REST PVC TLP-12	69.7300	278.92
140	4	EA	12" MJ REGULAR ACC LESS GLAND	23.9300	95.72
			<b>Package Sub-total:</b>		<b>3,268.08</b>
			<b>8"X8" TAP SLEEVE VB&amp;C</b>		
180	2	EA	8X8 432 TAP SLV 9.27-9.69 432-0940X8 JCM	702.2800	1,404.56
200	2	EA	TAP SLEEVE IS FOR ACP PIPE... 8 MJXF GV O/L A2361-19 SS/EPDM EVERDUR STEM	688.9600	1,377.92
210	2	EA	8" X 1/8" FLG FF NEOPRENE GSKT	2.4400	4.88
220	2	EA	6"-8" FLG BOLT KIT	9.9700	19.94
230	2	EA	562A VLV BOX LID M/WATER 2" DEEP SKIRT	9.7000	19.40
240	2	EA	562A SLIP VB TOP L/LID	22.6700	45.34
250	2	EA	564A SLIP VB BOTTOM HP	28.9400	57.88
260	2	EA	8" TUFGRIP MJ REST PVC TLP-8	35.0400	70.08
270	2	EA	8" MJ REGULAR ACC LESS GLAND	16.8900	33.78
			<b>Package Sub-total:</b>		<b>3,033.78</b>
			<b>12"X6" FIRE HYDRANT ASSEMBLY</b>		
310	1	EA	12"X6" MJXFLG TEE C153	196.6700	196.67
320	2	EA	12" TUFGRIP MJ REST PVC TLP-12	69.7300	139.46

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.


CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
221041	FLORENCE MEDICAL	5691878	11/07/17	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
330	2	EA	12" MJ REGULAR ACC LESS GLAND	23.9300	47.86
350	1	EA	6 MJXF GV O/L A2361-19 SS/EPDM EVERDUR STEM	440.8900	440.89
360	1	EA	6"X1/8" FLG FF NEOPRENE GASKET	1.4500	1.45
370	1	EA	6"-8" FLG BOLT KIT	9.9700	9.97
380	1	EA	6" TUFGRIP MJ REST DIP TLD-6	18.9300	18.93
390	1	EA	6" MJ REGULAR ACC LESS GLAND	15.4800	15.48
400	1	EA	562A VLV BOX LID M/WATER 2" DEEP SKIRT	9.7000	9.70
410	1	EA	562A SLIP VB TOP L/LID	22.6700	22.67
420	1	EA	564A SLIP VB BOTTOM HP	28.9400	28.94
440	1	EA	5-1/4VO HYD 5'0" 6MJ O/L A423 L/ACC-YELLOW	1,459.2400	1,459.24
450	1	EA	6" TUFGRIP MJ REST DIP TLD-6	18.9300	18.93
460	1	EA	6" MJ REGULAR ACC LESS GLAND	15.4800	15.48
<b>Package Sub-total:</b>					<b>2,425.67</b>
500	3	EA	<b>1" COMBO AIR/VAC OFF 12" C900</b> 1" COMB AIR/VAC REL VLV 143C	277.8900	833.67
520	3	EA	12X1 IP SDL BRZ F/C900 13.2 SINGLE STRAP	158.9600	476.88
530	3	EA	1" BALL CORP MIPXPJC NL	51.0500	153.15
540	3	EA	1" CPLG MIPXPJC NL	14.5300	43.59
550	3	EA	1" BALL VLV FIPXFIP NL W/LOCK WING	68.0900	204.27
560	60	FT	1X60' TYPE K COPPER TUBING	3.8000	228.00
570	3	EA	1"X4" BRASS NIPPLE	6.8300	20.49
580	3	EA	BACKFLOW CAGE BP-1 TUBE LIFT OFF 10"X24"X22"	282.1800	846.54
<b>Package Sub-total:</b>					<b>2,806.59</b>
Subtotal:					23,513.92
Tax:					1,892.87
Bid Total:					25,406.79

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.  
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<u><b>AGENDA ITEM</b></u> <b>7c.</b>
<b>MEETING DATE:</b> November 20, 2017  <b>DEPARTMENT:</b> Public Works Department  <b>STAFF PRESENTER:</b> Christopher A. Salas, Director of Public Works/Town Engineer  <b>SUBJECT:</b> Ratification of the expenditure with Willdan to provide building safety inspections.		<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 checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Motion to approve ratification of expenditures over \$24,999 and authorization for future expenditure not to exceed \$38,560 with Willdan, to provide building safety inspections.

**BACKGROUND/DISCUSSION:**

On June 19, 2017, The Town of Florence approved to spend \$20,000 for professional services provided by Willdan in the Building Safety Department. These services were required due to the resignation of the Building Official and the Building Inspector. Since that time, Building Safety has hired a new Building Official and Building Inspector, but Willdan’s services were still required to train the new inspector and will be required to cover vacation time.

**FINANCIAL IMPACT:**


\$20,000 original PO on July 3, 2017  
\$18,560 additional is being requested on November 20, 2017  
**\$38,560 TOTAL EXPENDITURE for Willdan Building Inspections**

**RECOMMENDATION:**

Motion to approve ratification of the expenditure with Willdan to provide building safety inspections.

**ATTACHMENTS:**

None

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7d.</b>
<b>MEETING DATE:</b> November 20, 2017  <b>DEPARTMENT:</b> Finance/Police/Fleet  <b>STAFF PRESENTER:</b> Joe Jarvis, Finance Director  <b>SUBJECT:</b> Bids for two new Police Interceptors		<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 type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Approve the purchase of two new Police Interceptors from Glenn Jones Ford, Lincoln, Mercury, LLLP, in an amount not to exceed \$61,878.

**BACKGROUND/DISCUSSION:**

The FY2017-2018 Capital Improvement Plan Budget included \$82,000 for the purchase of two Police Department vehicles. Staff completed a sealed competitive informal bid request for vehicles that closed on November 11, 2017 at 11:00am.

The Town received two bids. Both bids met the specifications of the vehicle and the lowest bid was for \$61,878 for two Interceptors.

**A VOTE OF NO WOULD MEAN:**

The Town of Florence will not select a bidder.

**A VOTE OF YES WOULD MEAN:**

The Town of Florence will order two Interceptors from Glenn Jones Ford, Lincoln, Mercury, LLLP, and begin the procurement process for up fitting the vehicles.

**FINANCIAL IMPACT:**

The total cost for the vehicles will be \$61,878. This expense will be paid with General Capital Funds.

**ATTACHMENTS:**

Bid Tabulation Sheet  
Received Bids

**Town of Florence  
Bid Tabulation Sheet**

*Maria Hernandez*

Verbal (only allowed when \$5,000 or less)

Date Prepared: November 9, 2017

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # Ne Police Interceptor Utility Bid Due Date: November 9, 2017 Bid Due Time: 11:00 am

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Meets Specifications	Total Cost	Date of Delivery	Comments
1 Glenn Jones 1932 N.Pinal Ave. Casa Grande AZ 85122 PH #	Yes	\$ 61,878.00	3/1/2018	Price is for two (2) vehicles. See affidavit - envelope was not clearly marked and opened in error prior to bid opening date.
2 San Tan Ford 1429 E. Motorplex Loop Gilbert AZ 851296 PH #	Yes	\$30,942.52	10 - 12 Weeks ARO	Price is for one vehicle

Attach additional page(s), if necessary

**Vendor Selected** \_\_\_\_\_ **Address** \_\_\_\_\_

Justification (if not lowest price) \_\_\_\_\_

Department Head Approval \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Town Manager Approval \_\_\_\_\_ Date: \_\_\_\_\_

\*If over \$25,000, must go to Town Council for approval.  
Attach this approved for to purchase request with written quotes, if applicable.

## Town of Florence Arizona

---

### **REQUEST FOR BIDS**

It is the intent of the Town of Florence to purchase **two (2) New 2018 Police Interceptor Utility**

Minimum Specifications are located on page 2 - Cost Summary Sheet.

Sealed competitive informal bid requests for the material or services as specified will be received by the Town of Florence until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Town Council Chambers at Florence Town Hall at 775 N. Main Street, Florence AZ 85132. Late proposals will not be considered.

**SEALED BIDS SHALL BE MAILED AND RECEIVED BY, OR HAND DELIVERED, TO THE OFFICE OF THE TOWN CLERK, AT THE ADDRESS BELOW NO LATER THAN 11:00 AM/MST (ARIZONA LOCAL TIME) ON THURSDAY, NOVEMBER 9, 2017.**

Please submit the **Bid Cost Summary** and the **Proposal Signature Page** in a sealed envelope. The words "**Request For Bid**" with Bid Title "**NEW POLICE INTERCEPTOR UTILITY**", "**11-9-17**", and time "**11:00 AM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

**DELIVERY ADDRESS:**                      **Town of Florence**  
   **ATTN: Office of the Town Clerk**  
   **P O Box 2670**  
   **775 N. Main Street**  
   **Florence, AZ 85132**

**Proposals shall be considered irregular for the following reasons:** 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to David Hills 520-868-7569.

**The Town of Florence Council reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of the Town of Florence.**

**COST SUMMARY**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: Gleam Jones Ford Lincoln Mercury ULP Phone No.: 520 836-3100

Vehicle Year, Make, & Model: 2 x 2018 Ford Explorer

MINIMUM SPECIFICATIONS NEW 2018 Police Interceptor Utility	MEETS MINIMUM SPECIFICATIONS	
	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Rear A/C		
INOP Rear Windows		
Driver Side LED Sot Light		
Remote Keyless Entry FOBS		
Window Tint		
<b>SUB - TOTAL AMOUNT</b>	\$ 56,165	.80
<b>OTHER COSTS</b> Tint, doc fee, registration fees	\$ 1,032	.
<b>SALES TAX</b>	\$ 4,680	.20
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 61,878	.

Date of Delivery: 03/01/2018 (Note: Delivery Date may be a factor in informal bid award)

**PROPOSAL SIGNATURE**

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications and any amendments contained in this Bid Request document.

This offer certifies that the bid proposal is genuine and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

**Vendor Submitting Proposal:**

Glenn Jones Ford Line Merc LLP  
Company Name

  
Signature of Authorized Individual

1932 N Pinal Ave  
Address

Christina Keeling  
Print Name

Casa Grande Az 85122  
City State Zip

Sales Manager  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

**For clarification of this offer, contact:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

The offer is hereby accepted \_\_\_\_\_  
Tara Walter, Mayor Date

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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

The Vendor is now bound to provide the material or service listed in this IBR, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by Town.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the Town.



**COST SUMMARY**

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to this proposal-pricing page.

Vendor Name: SAN TAN FORD Phone No.: 480-621-3741

Vehicle Year, Make, & Model: 2018 FORD POLICE INTERCEPTOR UTILITY

MINIMUM SPECIFICATIONS NEW 2018 Police Interceptor Utility	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Rear A/C	YES	
INOP Rear Windows	YES	
Driver Side LED Sot Light	YES	
Remote Keyless Entry FOBS	YES	
Window Tint	YES	
<b>SUB - TOTAL AMOUNT</b>		\$ 28,699.00 .
<b>OTHER COSTS</b>		
TIRE DISPOSAL FEE		\$ 5.00 .
SALES TAX		\$ 2,238.52 .
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$ 30,942.52 .

Date of Delivery: 10-12 WEEKS ARO (Note: Delivery Date may be a factor in informal bid award)



**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY  
OCTOBER 2, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS,  
LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Mr. Tom Smith, Florence Resident, stated that the issue with Florence Copper started 12 years ago. The Florence Cooper Project is a wholly-owned subsidiary of a Canadian company. Curis Resources Limited is controlled by Hunter Dickinson, which is the mother company. This means that the mother company can leave without any responsibility, which is corporate law. He stated that some of the names may have changed for the companies. He stated that they deny that the Town's aquifer can be polluted. No one can guarantee that the aquifer will not be polluted. He stated that the Town of Florence adopted a resolution on December 5, 2011, which is against the copper company. The current Council must abide by the resolution, unless they amend the resolution. AZCentral.com did a survey of 2,400 registered voters, in which 50% stated that the State should do more to protect the water and 70% of the responders stated that the impact of mining on water is a serious problem.

Mr. Smith stated that the Gila River Indian Community adopted a resolution to support the Town of Florence against what the copper company wants to do and asked Council to reach out to the Gila River Indian Community. He stated that there are many others who support the Town. Many Arizona communities are running out of water and the Town must protect our own.

Mr. Brad Cole, Johnson Utilities Representative, stated that he has been in the water business for 30 years. He stated that you cannot inject acid into the ground and claim that you will be able to recover it. The acid goes into the ground and leaches out arsenic into the drinking

water, which is a serious concern. The direction of flow of the water goes through part of Florence and through San Tan Valley. The risk is something that should not be accepted. The risk outweighs the approximate 40 jobs that it might create. He encouraged the Town to keep up the fight and to do what they are charged to do, which is to protect its residents. He stated that the acid will not be fully removed from the soil. There have been previous failed cases of in-situ type mining project. He stated that it is not foolproof or guaranteed.

Mr. Jerry Ravert, Florence Resident, stated that he has come before the Council on several occasions in regards to concerns about the Historic District. He referenced an article in the Florence Reminder which stated that the owner and Town cannot communicate. He asked that Town staff review the Historic District Overlay ordinance and any others needed to create a quick response team and make possible exceptions for certain maintenance work from Historic District Advisory Commission (HDAC) review and building permit requirements. He stated that it is counterproductive to delay maintenance work while everyone waits for regularly scheduled HDAC meetings.

Mr. Ravert stated that when he was a Commissioner on the HDAC, the HDAC held special meetings to be responsive to these types of requests. A quick response team made up of Town staff and one HDAC member could evaluate the work. The team could waive further action or require a review and/or building permit. He stated that not all work done in the Historic District needs to be reviewed by the Commission. Time delays and exposure to elements are more damaging to the property. The Town should not hold up maintenance work because old patches or repairs have become apparent. If the old patches or repairs are holding and doing what they were intended, they can be left in place and noted for further stabilization. With regards to private property, the Town could not and should not require homeowners to make repairs beyond that which is requested. He stated that he is willing to work with Town staff to address the concerns. The Town needs to be willing and commit to working with the property owners.

Mayor Walter stated that Council has always been informed by the Town Manager that he and the staff has been responsive in regards to communication. She asked if someone finds that this is not the case, the Mayor and Council would appreciate communication as well so that they may facilitate that communication.

Mayor Walter inquired of Mr. Ravert if he spoke with Mr. Chris Salas, Development Services Director in January 2017. She stated that she will reach out to Mr. Ravert.

Mr. Robert Wloctewski, Florence Resident, stated that the Florence Copper Project will spoil the water and is not worth the risk. He stated that it will ruin the community. The EPA will have to clean up the issue with the Town's tax money. He is 100% against the mine and supports the Town. He asked Council to continue the fight.

Mr. Robert Shoppell, Florence Resident, stated Florence has been fighting the Florence Copper Project for quite some time. In 1997 BHP drilled holes and had trouble controlling the hydraulics of the extraction of what was in the ground and had leakage. This was never reported when Curis put forth information for a permit to mine that area. Anthem was not built in 1997. The Town now has 2,600 homes in the Anthem area that are dependent on potable water and they

are still building homes in the area. The expectation is to have approximately 9,000 homes by build out. He stated that if the water is contaminated, the community would be devastated.

Mr. Shoppell expressed his concern over Hunt Highway, which is a two-lane highway. Sulfuric acid will be transported on this highway and he is concerned about a spill. He has spoken with the Fire Chief, who is working on having a Haz-Mat Team trained in the event of a spill. He stated that there are several thousands of people who utilize that road to travel to and from work, which would be affected if a spill were to occur. He stated that human error and equipment malfunction are things that can occur.

Ms. Karen Shoppell, Florence Resident, stated that she supports Florence in continuing the fight against the copper mine. She stated that her household pays \$2.65 per 1,000 gallons of water used to the CAGRDR for the replenishment of groundwater that is being used. She understands that this is paid to Pinal County to replace the water that is being used. She is concerned that the copper mine may use millions of gallons of water and if water is so precious in Arizona, she cannot see the justification to take such a risk to mine copper. There has never been a copper mine that has finished mining copper and returned the water to the quality of its original state. She asked Council to continue the fight.

Ms. Doris Goveia, Florence Resident, stated that they purchased their home in 2007 thinking that it is a great place to live for their remaining years and with the understanding that they would leave their home to their son after they passed on. She stated that now they worry if there will be water available. She stated that it sounds like the water could be contaminated in the future. She stated that it would be a terrible thing to have a home but no water. She stated that Florence Copper should not be allowed to continue, specifically because they did not meet the original date of the permit for the underground injection permit. She asked the Council to save their water and the Town.

Ms. Barbara Manning, Florence Resident, stated that she read the last report from the EPA and it occurred to her that every time an in-situ mine goes to the EPA, the EPA issues them a permit. In the permit, the EPA states that there are so many means of protection in place. She stated that the letter that the EPA sent to the Town emphasized the precautions they take to safeguard the Town's aquifer. Each mine that the EPA issued a permit to has contaminated the aquifer. She stated that the EPA is inept in protecting the aquifer. The only governmental entity that has worked to protect the Town's aquifer is the Florence Town Council. She urged the Council to continue to utilize whatever measures are available. She asked that the Council request another hearing to the Department of Air Quality since Florence Copper is altering the contents of the permit that the Town first read.

Ms. Manning thanked Councilmember Anderson for investigating the status of the air quality permit. Councilmember Anderson found out that the permit has not passed and that Florence Copper is altering it, which requires another hearing.

## **PRESENTATIONS**

**Proclamation declaring October 8 - 14, 2017, as Fire Prevention Week.**

Mayor Walter proclaimed October 8 – 14, 2017, as Fire Prevention Week. She read the proclamation for the record and presented the proclamation to Mr. David Strayer, Fire Chief, and Mr. John Kemp, Battalion Chief.

Mayor Walter stated that three of Florence's historic fire trucks are being restored. She stated it is important to speak to your families about what to do in case of a fire and how to get out safely.

Chief Strayer stated that Fire Prevention Week is based on the Chicago Fire in which much of the community was lost. He stated that the safety of the community is very important to the Florence Fire Department and they take safety very seriously.

Chief Strayer stated that there will be a dinner during Fire Prevention Week in which they will be outline "Beyond Fire Prevention, Community Risk Reduction". They will be discussing in depth the efforts of the Fire Department is taking in order to make our community safer. They will also discuss what has been accomplished.

Chief Strayer stated that the restoration of the three fire trucks is a joint effort with Central Arizona College, Arizona State Prison, Pinal County Historical Society and the Town. This is a very exciting project for the Town.

### **Presentation on the Historic District Wireless Fire Alarm Program.**

Mr. Brent Billingsley, Town Manager, stated that approximately one year ago, the Town applied for a Community Development Block Grant for funding to provide water taps on all the buildings on Main Street in the downtown area. The goal was to reduce the cost for the installation of fire sprinklers. The Town was not funded as it did not meet the priority list of the State of Arizona. Instead, the State is assisting the Town with the installation of a 12" water main so the Town can increase water flow in the Historic District and throughout Town.

Mr. Billingsley stated that the Town continues to see how it can assist in the safety and protection of the buildings in the downtown area. He stated that four of the buildings have been lost in the last 20 years. The concern is that if there are fires in the downtown, as it exists today, all of the buildings could be lost because of the close proximity of the buildings.

Mr. Billingsley stated that staff has been researching wireless fire alarms for the downtown area that will not disturb the buildings and to potentially reduce the cost of providing those wireless systems. Battalion Chief Kemp spoke with a vendor two weeks ago. He then met with the vendor last week and the vendor surveyed our downtown area to determine how a wireless system might work in that area. Staff received information today on the potential to provide a wireless panel that the Town would own and would pay the maintenance fee for, to encourage the downtown building owners to provide fire alarm systems for their buildings.

Chief Strayer provided a presentation in which he outlined the following:

- Buildings that that have been lost due to fire
  - 25% of buildings in the downtown area have been lost in the last 20 years
- Fire alarm system will apply to commercial businesses and not private residences
  - Consistent with the Strategic Plan and Mission Statement of protecting our history

- International Fire Code recognized that historic buildings are unique and the construction features does not lend itself to typical Code enforcement
  - 102.5 Historic buildings: Fire protection in designated historic buildings and structures shall be provided in accordance with an approved fire protection plan.
    - Provides latitude of establishing and implementing a plan so long as they are meeting the goal of preserving the buildings
- Fire Protection Plan Elements
  - Fire sprinkler systems
  - Monitored fire detection systems
  - Appropriate code enforcement (specifically for historical buildings)
  - Regular fire inspections
  - Property owner fire-safety education
    - Plans to meet with the property owners to discuss this program and other fire safety education elements
- Occupational Safety and Health Administration (OSHA)
  - Automatic fire detection systems, when combined with other elements of an emergency response and evacuation plan, can significantly reduce property damage, personal injuries, and loss of life from fire in the workplace. Their main function is to quickly identify a developing fire and alert building occupants and emergency response personnel before extensive damage occurs.
- CWSI is a system that is available and will meet the Town's needs
  - In business for 30 years
  - 200 distributors
  - Installed in thousands of locations
  - UL listed
  - National Fire Protection Association (NFPA) Compliant
  - Specifically made for historic buildings (less intrusive)
    - Battery operated, wireless
  - Cost effective
    - Traditional system for one building is approximately \$7,000 vs. the proposed system is less than \$1,000 and is compliant in every way
- Partnership where the Town will install the panel and establish the infrastructure
  - One panel has 1,024 points
    - Each point is one smoke detector, pole station, or one water flow detector
    - One panel can protect an entire Main Street
    - The business has the option to partner with the Town for services and tie into the Town system or install their own system
      - Cost effective way for the business to have coverage
- The Town's Role:
  - Install the regional wireless panel
  - Produce a subscriber's agreement
  - Pay for maintenance of our system and monthly power and service fees
- The Subscribers Role:
  - To procure the wireless equipment required for their individual application
  - Have the infrastructure professionally installed to NFPA standards
  - Complete the subscriber's agreement

- Complete annual maintenance of infrastructure which includes replacement of batteries every three to five years
- Allow access to their property for inspection and maintenance of the system as needed
- The system itself
  - Can bridge an existing system to the new system
  - Can tie into a wireless component that reports back to the panel
- Historic Buildings in the Downtown area with monitored Fire Detection and/or Fire Sprinkler Systems
  - True Value
  - The Vault Restaurant
  - The Florence Post Office
  - McFarland State Park
  - Brunenkant Building has a fire sprinkler system
  - Silver King Marketplace

Mayor Walter inquired if the Fire Department has already spoken with the business owners on Main Street.

Chief Strayer stated that they have begun discussions with the property owners on Main Street and have received positive feedback thus far.

Councilmember Wall inquired what would transpire if a fire were detected in one of the buildings.

Battalion Chief Kemp stated that if any one of the points are activated a call would go offsite to a central station and monitor what type of activity is going on. Within 20 seconds, the central station would relay a call to the Town of Florence's dispatch center and activate their deployment.

Mr. Billingsley stated that the system would have an auto dialer component which would identify the building. A beacon and an alarm will also be installed on the outside of the building which would also identify which building has the alarm going off.

Battalion Chief Kemp stated that they are combo units and the system can be built in various configurations at the discretion of the property owner, while still meeting the Code and standards.

Councilmember Larsen inquired if the system is internet based.

Battalion Chief Kemp stated that the system is radio frequency based, similar to the radios that the Fire Department uses. The panel itself is powered through the building's electrical source. All of the points, repeaters and antennas talk wirelessly to include the offsite monitoring.

Mr. Billingsley stated that the panel has a backup battery as well.

Battalion Chief Kemp stated that if the Town were to have complete power failure, they would still have 60 hours of operation and up to a five-minute alarm signal. He stated that the notification process would be local and offline.



Battalion Chief Kemp stated that they would use repeaters to ensure that they have back and forth signal to receive an alarm and trouble notification and will notify whomever is put in the response model.

Discussion occurred on how the system works.

Councilmember Anderson inquired if the system will be available to other commercial facilities aside from those in the downtown area, such as apartment complexes and motels.

Battalion Chief Kemp stated that the system is robust; however, the Town is currently looking specifically at the historical piece, but the system could be expanded.

**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. **Approve the FY 2017/2018 Florence Façade Improvement Program.**
- b. **Approval of an Administrative Services Contract with the Florence Industrial Development Authority for management of the Florence Façade Improvement Program.**
- c. **Approval and ratification of the Terms of Engagement for Legal Services and Engagement Agreement Letter with Jennings, Strouss & Salmon, P.L.C., for legal representation of the Town of Florence, as Plaintiff, in connection with pending litigation against Florence Copper, Inc. (aka, Curis Resources (Arizona), Inc.) in pending case: *Town of Florence v. Florence Copper, Inc.*, Case No. CV2015-000325, previously CV2013-02511.**
- d. **Approval and ratification of the revised Terms of Engagement for Legal Services and Engagement for Legal Services and Engagement Agreement with Gust Rosenfeld, P.L.C. for regulatory matter, including administrative appeals and potential litigation against county, state, and federal environmental agencies with respect to the permitting process for the “Florence Copper Project, including but not limited to permits for the proposed “production Test Facility” and any future commercial operations.**
- e. **Approval of accepting the register of demands ending August 31, 2017, in the amount of \$2,408,662.03.**

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to approve the Consent Agenda as written, with the exception of Item b.

- b. **Approval of an Administrative Services Contract with the Florence Industrial Development Authority for management of the Florence Façade Improvement Program.**

Councilmember Larsen stated that the indemnification and insurance clause has been removed from the Administrative Services Contract with the Florence Industrial Development Authority (IDA) for management of the Florence Façade Improvement Program.

Mr. Billingsley stated that the IDA inquired why the IDA wanted the Town to indemnify them. The Legal Department reviewed this and opted to remove the two sections from the agreement because the Town nor the IDA are building anything so there is no need to indemnify each other.

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried to approve an Administrative Services Contract with the Florence Industrial Development Authority, for management of the Florence Façade Improvement Program.

## **NEW BUSINESS**

**Resolution No. 1644-17: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH STARTUP PAVILION, INC. (DBA INNOVATION PAVILION INC.) AND PINAL COUNTY TO CONSTRUCT A MIXED-USE PROJECT ON APPROXIMATELY 12 ACRES IN THE TERRITORY SQUARE DISTRICT.**

Mr. Billingsley stated that staff was directed in August to move forward to negotiate a three-party Development Agreement with the Town, Innovation Pavilion and Pinal County. The draft development agreement is being presented for Council consideration. He stated that this is a great opportunity for the Town in terms of investment in the downtown area, diversifying the economy and supporting innovation.

Mr. Vic Ahmed, Innovation Pavilion, showed the Council a rendition of what the facility will look like. The development project will have two parts: real estate and innovation services that includes smart city projects, corporate innovation to draw companies as well as work force development programs. He stated that the project will be on 12 acres of land in close proximity to Town Hall. He will work with the Town and other stakeholders on the details of what the components will be as part of the real estate model. He presented a conceptual presentation of the buildings on the campus and stated that the model would evolve as they engage the stakeholders.

Mr. Billingsley stated that the Development Agreement will set the rules for how they are going to work together in the future and build a remarkable project. Staff will be coming back to the Council in regards to future land transactions. There will be a number of public meetings, innovation work, smart cities work, and hiring of an employee for Innovation Pavilion that will be located at Town Hall.

Councilmember Anderson inquired if there are dates earmarked for deliverables.

Mr. Billingsley directed him to Exhibit C in the Development Agreement. He stated that there are a series of investments that are required to trigger further investments from the other parties as well as timeframes for deliverables and a listing of what the deliverables are. Innovation Pavilion's hope is to move faster than the deadlines outlined in the agreement.

Mr. Ahmed stated that their goal is to move as fast as financially possible. He stated that all parties are motivated in the same way.

Councilmember Wall inquired about the process of stakeholder meetings and who will be invited to those meetings.

Mr. Ahmed stated that the new hire along with many members of his team will visit from headquarters periodically convening people in the innovation eco-system, education area, entrepreneurial area, and workforce development area. He stated that the process has been started as they have already had meetings. He stated that they will make an inventory of all the players in the region and start conducting those meetings within one month of signing the agreement.

Councilmember Wall inquired if the public will be invited.

Mr. Ahmed stated that many of the meetings will be public in which anyone can attend and participate in the project.

Mayor Walter stated that it has been a pleasure to work with Innovation Pavilion. She thanked Mr. Billingsley for facilitating dialogue amongst all the Council, Pinal County and Innovation Pavilion throughout the process. She thanked Mr. Ahmed for bringing the Strategic Plan and vision to life.

Mr. Ahmed thanked the Town and Pinal County for making this opportunity possible. They are very excited and look forward to getting this project started.

Mr. Ahmed introduced Ms. Jennifer Bustamante, who has attended the meetings with him.

Ms. Bustamante stated that she looks forward to working with the Town of Florence. She thanked those who visited their headquarters in Centennial, Colorado. She appreciates them taking the time to understand their mission and what they will bring to the Town of Florence. She will be one of the members that will be assisting with the implementation of all the activities in Florence. She will be working with the local resource to convene the stakeholders. She will be making frequent trips to Florence.

Mr. Billingsley recognized all the individuals who have contributed and assisted throughout the process. He also thanked Mr. Greg Stanley, Pinal County Manager and Tim Kanavel, Pinal County Program Manager for Economic Development.

Mr. Himanshu Patel, Pinal County, stated that Pinal County is a partner in the overall betterment of the County as well as municipalities that are within Pinal County. Pinal County is excited about this opportunity and for the vision of Territory Square, which is an important aspect of the development of the north part of Florence.

Councilmember Anderson expressed his appreciation of Pinal County in partnering with the Town.

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to adopt Resolution No. 1644-17.

**Resolution No. 1645-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 5; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.**

Ms. Michelle Orton, Planning Manager, stated that Pulte Home Company, LLC requests approval of Final Plat of Anthem at Merrill Ranch (AMR) Unit 5. The proposed subdivision is located within their Parkside community.

Ms. Orton stated that there are 57 single-family residential lots proposed on 14.24 acres. The density will be an average of 4.0 dwelling units per acre. The neighborhood streets in this area have a 42-foot-wide right-of-way to ensure ADA compliance.

Ms. Orton stated that the Preliminary Plat for AMR Unit 5 was approved by the Planning and Zoning Commission on April 20, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

Ms. Orton stated that a vote of no would mean that the Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions. A vote of yes would mean that the Final Plat Anthem at Merrill Ranch, Unit 5 is approved and will be recorded with the office of the Pinal County Recorder.

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

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adopt Resolution No. 1645-17.

**Discussion/Approval/Disapproval of a Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc. for access to the Poston Butte Preserve.**

Mr. Bryan Hughes, Community Services Director, stated that Town Staff has been negotiating with the Copper Basin Railway, Inc. (CBRY) to gain access to the Poston Butte Preserve. The access point along Hunt Highway is the long-accepted point of entry, although the Town has never had an official agreement with CBRY. There are currently no trespassing signs posted, which everyone has ignored for decades. The goal is to remove the signs and make it an official access point to the preserve by way of the underpass. The access agreement requires the Town to indemnify CBRY and accept liability associated with the public's use of the access point.

Councilmember Wall inquired if there will be a bicycle access to Poston Butte.

Mr. Hughes stated that there are trails around the perimeter available for mountain biking, but not on the summit trail. The goal will be for non-motorized trails throughout Poston Butte.

Councilmember Anderson inquired about motorized vehicles.

Mr. Hughes stated that it is posted that there are no motorized vehicles on the Poston Butte property. There are no motorized vehicles allowed on the 160 acres that the Town owns. He stated that there is fencing along the east side and they recently added more signage. He stated that there is cattle in the area as well. BLM has an agreement with a cattle rancher, which is why there are gates and people should not access the gates. He stated that they will add more signage and do more marketing.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to approve a Non-Exclusive Revocable License Agreement with the Copper Basin Railway, Inc., for access to the Poston Butte Preserve.

**Discussion/Approval/Disapproval to enter into a contract with Holbrook Asphalt Company, to provide HA5 high density mineral bond pavement preservation treatment in various locations as part of the Town of Florence CIP T-69 Pavement Preservation Program, in an amount not to exceed \$295,034.27.**

Mr. Chris Salas, Development Services Director, stated that the HA5 is a proven product and staff has been very pleased with the service, its application and general clean up abilities. The product does not wear off rapidly like other products that have been used in the past. He stated that Spirit Loop, Desert Blossom and Sun City Boulevard are included in the cycle as well as striping. The sole remaining phase within Florence Gardens will not be repaved as part of Florence Gardens Phase IV and V, which is included. The bid documents for Florence Gardens Phase IV and V are ready and will be out to bid no later than next week.

Mayor Walter stated that there are residents in Florence Gardens who have inquired where the Town is at in the process. She stated that there are also roads in Anthem that are in need of crack sealing as the cracks are large. She stated that the roads in need of repair were documented on a list. She asked when will the roads be done and asked that a reference point be placed on the website.

Mr. Salas stated that staff re-evaluates the roads each year and reformulates the list based on priority, not necessarily the oldest road. He stated that he will post the list on website. It is the opinion of staff that the roads outlined are the highest priorities. He explained that two different team members evaluated the roads independently and compared results.

Councilmember Wall stated that the project description outlines the following units that are named in the Anthem neighborhoods which include Reunion, Serenity, Discovery, and Sun City (Units 8, 10, and 12 in Sun City) and Belmont and Andover in Parkside (Units 27 and 39 in Parkside).

Mayor Walter stated that the roads are cracked in Unit 23. Sealant was placed previously, but it has cracked even more since then.

Discussion occurred on the road conditions within the Anthem area, budgetary constraints and projects that were budgeted in this fiscal year.

Mr. Salas stated that he will drive out to the units, measure the cracks, and report back to Council. He explained what pavement preservation projects have been completed this fiscal year and what will be done before fiscal year end.

Mayor Walter stated that the schedule deviates from what was discussed with Mr. Billingsley.

Mr. Billingsley explained that the list that he and Mayor Walter discussed was from 2015 that was utilized in 2016 and does not have to do with the pavement analysis that was done by staff since that time. The list was put together by individual street and not by unit. The roads were ranked by the age the street was last paved, not the existing condition of the road [at that time]. Staff has spent two years analyzing the streets by professional staff and who then provided recommendations of which projects should be done by priority.

Mr. Billingsley stated that the preservation funding is allocated to all three areas [Anthem, Florence Gardens and downtown Florence] of Florence to ensure that projects are being done in each of the areas. The streets in the downtown are in far worse need of maintenance than any of the streets in Anthem. HA5 is not the only preventative maintenance technology that is used.

Mr. Billingsley stated that the Town has a crack seal program and applies crack seal before the HA5 is applied.

Councilmember Anderson stated that there are major cracks on his street.

Mayor Walter asked that Units 21 and 23 in Anthem be inspected and provide a report back to Council on the condition of the streets in comparison to the other units.

Discussion occurred on the project in Florence Gardens.

Discussion occurred on the crack seal process.

Discussion occurred on distribution of information to the residents.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to enter into a contract with Holbrook Asphalt Company, to provide HA5 high density mineral bond pavement preservation treatment in various locations as part of the Town of Florence CIP T-69 Pavement Preservation Program, in an amount not to exceed \$295,034.27.

## **MANAGER'S REPORT**

Mr. Billingsley stated that the Town is a member of the Arizona Water Association and Florence has been asked to provide a training class for the Arizona Water Association to assist those individuals who are seeking certification in wastewater treatment and collections. As part of this, the Arizona Water Association will host a tour and will have vendors present at the South Wastewater Treatment Plant on October 12, 2017. It is only open to Arizona Water Association members. He invited the Council to attend the tour.

Mr. Billingsley congratulated Victor Grajeda, who passed his Wastewater Collection I exam. He transferred to the Wastewater Department from the Streets Division.

Mr. Billingsley congratulated Jason Joynes as has been named the Vice-Chairman of the Wastewater Treatment Committee for the State of Arizona.

Mr. Billingsley stated that the Town is done installing the fire sprinkler system in the Brunenkant Building. The Town wants to lead by example and they have proper protection in the town-owned buildings in the Historic District.

Mr. Billingsley stated that the Town has contracted with Standard and Poor to review the Town's credit rating, specific to the community facilities districts. The Town has had an upgrade in credit to BBB. The previous rating was BBB- and the upgraded rating will assist the Town in future sales of bonds refinancing and will lower the cost if the Town chooses to purchase insurance on those transactions.

Mr. Billingsley stated that the Town is very proud of the partnerships that came together to restore the fire trucks. There was a nice article in the local paper regarding the restoration.

## **DEPARTMENT REPORTS**

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

Councilmember Wall congratulated the individuals in the Fire Department that have completed 10 years of services with the Town. She thanked them for their service. She stated that it shows a great deal of confidence in the leadership as well as the services offered to the Town. She thanked the landscape architect firm that is providing pro bono services to help with the design of a veteran's memorial in the community center area.

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

Ms. Barbara Manning, Florence Resident, inquired how a resident would pull an item off the consent agenda and had questions on the two of the consent items.

Ms. Manning was directed to speak with Mr. Billingsley after the meeting.

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

Councilmember Larsen congratulated Mr. Joynes. She stated that she, along with Mayor Walter and Councilmember Anderson attended the Pinal County Attorney's Domestic Violence Awareness Ceremony earlier in the day to bring awareness to Domestic Violence Awareness Month. The Town will be lighting Town Hall purple on October 16, 2017.

Mayor Walter stated that the Town will have a proclamation on October 16, 2017 regarding domestic violence awareness.

Councilmember Anderson stated that the Town found out in August that BHP, now Florence Copper, received an exemption permit in 1997. The exemption permit was never advertised by Florence Copper and they knew they had it all this time. The exemption permit exempts them from all requirements and allows them to do whatever they want in the aquifer. The mine will be in the Town's aquifer. They can go 300 feet outside of their land and their permit covers the entire area that they own. The EPA's stance is that it is a legal permit and they will not do anything about it. The Town will need to go to Federal Court if they wish to pursue. Florence will continue to fight.

Councilmember Anderson met with the Pinal County Attorney regarding issues that are occurring at an apartment complex in Florence where the people residing there are not being treated kindly. The Town assisted the apartment complex with federal funding for renovations. The management company is not taking care of the property well. The Town is limited on what they can do to assist the residents. The Pinal County Attorney stated that there are programs that can assist the elderly, which is the majority of the residents who reside there.

Councilmember Hawkins stated that not one elected official at the State level has stepped up to assist Florence with its water issue. He stated Florence is at risk of losing their CAP water if Lake Mead water levels continue to drop. He stated that it appears that the politicians do not care. The Town is fighting a battle and people need to realize that the Town can only go so far. He stated that it appears that people are not interested in protecting our water. The Town Council cares about the Town.

Vice-Mayor Woolridge thanked the people who came out and support Florence's endeavors to protect our water. She asked that people contact the Governor and the legislatures to let them know that Florence needs their help. The Council will do what it can to protect our water.

Mayor Walter stated that the mine has been an ongoing issue. She has educated herself on the issue and she is opposed to the mine. She has spoken to Mayors of other communities. She stated that Florence has only one aquifer and it flows north through the community. Their injection site is adjacent to the water supply that provides the Town its water and extends into San Tan Valley. There have been so many technicalities that allow them to continue on. She stated that it is quite concerning to her and to the Council at State and Federal levels. She appreciates the support and for community members communicating their concerns. She wants to see Florence thrive and for businesses to come to Florence that are compatible with the citizens way of life.

Mayor Walter stated that there are several events scheduled in Florence and asked everyone to attend the events.

## **ADJOURN TO EXECUTIVE SESSION**

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



- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 - 000325.
- d. Pulte Home Company, L.L.C. Development Agreement Update.

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

**ADJOURN FROM EXECUTIVE SESSION**

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

**ADJOURNMENT**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to adjourn the meeting at 10:06 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 October 2, 2017, and that the meeting was duly called to order and that a quorum was present.

\_\_\_\_\_  
Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY OCTOBER 16, 2017, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Mayor Walter called the meeting to order at 5:57 p.m.

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

There were no public comments.

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

- a. **Proclamation declaring October 2017 as Domestic Violence Awareness Month.**
- b. **Proclamation declaring October 15 – 21, 2017 as Cities and Towns Week 2017.**
- c. **Approval of the Initial Term Extension of the Lease Addendum between the Town of Florence, and Weagant Law Offices, at the Brunenkant Building until October 31, 2018.**
- d. **Ratification of the election of Cody Linderoth as an Employee Representative on the Town of Florence Public Safety Personnel Retirement System Police Local Board for a period of four years.**

- e. **Authorization to enter into a contract with Pro-Tec Environmental Inc., to provide sewer line cleaning, in an amount not to exceed \$95,450.**
- f. **Approval of the September 5 and September 18, 2017 Town Council Regular Meeting minutes.**
- g. **Receive and file the following board and commission minutes:**
  - i. **May 11, 2017 Arts and Culture Commission meeting minutes.**

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to approve the Consent Agenda, as written, with the exception of Item a.

**a. Proclamation declaring October 2017 as Domestic Violence Awareness Month.**

Mayor Walter read the proclamation, along with Mr. Mark Lamb, Pinal County Sheriff, for the record.

Sheriff Lamb discussed the importance of domestic violence awareness and eradicating domestic violence in our communities. He stated that domestic violence is a serious breach of confidence. The Sheriff's Office is continually looking for ways to combat domestic violence.

Ms. Nancy Larson, Pinal County Attorney's Office Community Liaison, spoke on behalf of the services available to those in domestic violence situations. She stated that domestic violence is all about power and control and one in four women and one in seven men have or will be victims of domestic violence.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Proclamation declaring October 2017 as Domestic Violence Awareness Month.

## **PUBLIC HEARINGS AND PRESENTATION**

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

Ms. Maria Hernandez, Deputy Town Clerk, stated that the Clerk's Office received an application for a change in responsible party for the Giant Store #647, located at 520 N. Pinal Street. The Clerk's Office posted the Notice of Public Hearing for 20 days prior to the public hearing, in accordance with State Statutes. Management was notified of the October 16, 2017 public hearing. The Clerk's Office has not received any comments and is recommending approval following the opening and closing of the public hearing.

Mayor Walter opened the public hearing. There being no comment, Mayor Walter closed the public hearing.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control

Florence Town Council Meeting Minutes

October 16, 2017

Page 2 of 12

for a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #647, located at 520 N. Pinal Parkway, Florence, Arizona.

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

Mayor Walter opened the public hearing. Mayor Walter closed the public hearing.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control for a Change in Acquisition of Control Liquor License application received from Robert Coleman Sprouse, Giant Store #650, located at 649 N. Pinal Parkway, Florence, Arizona,

### **Update on the Cuen Building**

Mr. Stephen Smallidge, Property Owner, provided an overview of where he is at in renovation process of the Cuen Building. He has done the following to the building:

- Stucco facelift on the outside
- Safety glass installed
- Windows and doors installed

Mr. Smallidge expressed his concern about not being able to continue work on the building due to no assistance from former Community Development Department personnel. His concerns included:

- Former personnel did not have his best interest and found it difficult to come to a resolution
- HDAC was deceived by thinking that the historical adobe would be kept in the building
- Unable to utilize green wall in the inside of the structure because it would change the architect
- Not in agreement with the pouring of concrete to fill in the void in the adobe
  - Would knock the wall down; however, it is not what the Historic District Advisory Commission (HDAC) wants him to do, nor approved
- Was told he would be able to start work on the building immediately; however, it took 5 ½ months for him to receive a permit to start work
  - Feels he is 5 ½ months short in the time frame granted to him by the Town
- Worked with Deputy Town Manager for resolution and was approved to move forward by the then Building Inspector only to be stopped by the then Planner
  - Past planner required him to hire a different architect
- He hired a State-certified architect and structural engineer and may not agree with him on certain points of the structural report
- He prefers to preserve as much of the historic building as possible but is willing to remove the adobe wall and replace it with concrete blocks to move the project forward
- He feels that work on the buildings are being held up because staff is not utilizing common sense in repair to buildings
- The building on 363 N. Ruggles is having similar issues
- He feels that he has been held up for two years on the project

- Staff that is hired do not have the proper credentials to make decisions on how and what should be done on buildings

Mr. Smallidge stated that he is currently working with Mr. Chris Salas, Development Services Director/Town Engineer, and would like the opportunity to resolve the issues and complete the renovations of the building. He stated that his architect has recommended that the adobe be removed and replaced with block. At this point, he is willing to remove the adobe wall and replace it with cinder block in order to move forward.

Mayor Walter asked Mr. Chris Salas to provide an overview of the project.

Vice-Mayor Woolridge stated that she is disappointed that Mr. Smallidge did not reach out to Council if he felt that the Town was not working with him.

Mr. Smallidge stated that he was working with the Deputy Town Manager, who acted as mediator between him and the Community Services staff. He stated that there was deception on the part of the Community Development Department's staff, and in discussions with the Deputy Town Manager, some of the misconceptions were discovered. It was his understanding that the Deputy Town Manager would be the next step for resolution which is why he was working with her.

Vice-Mayor Woolridge stated that if a citizen is not getting resolution with Town staff or management, they should then reach out to the Council. She is disappointed in hearing that the staff was not helpful; however, the two staff members that he is referring to no longer work with the Town and are unable to defend themselves.

Mr. Smallidge stated that he also tried to work with the HDAC and they were aware of what was transpiring. He stated that he should have addressed his concerns to each Councilmember; however, he was trying to work with the staff that the Town hired.

Mayor Walter stated that Council does not oversee the day-to-day operations.

Mr. Salas stated that he has reviewed all documents pertaining to the Cuen building, along with speaking to Mr. Jeff Swan, [who was the Town's consultant who did the initial review of the project], to get a good understanding of the project.

Mr. Salas stated that he has had two meeting with Mr. Smallidge and some small conversations with regards to his project which have been positive. He stated that the structural report indicates that nine feet of the northern adobe wall should be removed and replaced with CMU block wall.

Mr. Salas stated that during their first meeting, Mr. Smallidge indicated that he did not agree with his own structural engineering report and would like to save the adobe. The building is a commercial building and requires a registrant to perform any structural analysis. He explained to Mr. Smallidge that he could hire any licensed structural engineer in the State of Arizona; however, the Town can only utilize the structural report provided by that licensed structural engineer. Mr. Smallidge's licensed structural engineer's report indicated that the adobe wall was not structurally sound. The CMU block wall is a result of his own structural engineer report.

Mr. Salas stated the July 22, 2015 Historic District Advisory Commission (HDAC) minutes indicates that the CMU wall was approved and Mr. Smallidge has every availability to do the replacement of the adobe wall with the CMU block wall. He also has the ability to hire a separate structural engineer if he does not agree with the structural report; however, he is not willing do so, nor is he required to do.

Mr. Salas stated that Mr. Smallidge's options are limited to what is in the structural report and the green wall is not in the structural engineering report. He stated that in building safety, the Town does not have the latitude or discretion to advise people how to make structural changes to their building.

Mr. Salas stated that Mr. Smallidge can move forward with replacing the adobe wall with CMU wall, as approved on July 22, 2015, by HDAC. He does not see anything that is an issue and is optimistic that the issues can be resolved and they can move forward. There is no latitude to "meet in middle"; and reiterated that the Town must follow what is outlined in the structural report. The Town can approve the report and issue a building permit on that report.

Mr. Salas stated that there may be people who would prefer that the adobe be salvaged; however, this is not an option.

Mayor Walter inquired if her understanding is correct regarding the adobe that is not structurally sound nor is there a fix for it to be structurally sound, which is why the adobe was cleared through the structural engineer to be replaced with a block wall. This would save the building, otherwise if left status quo, the building could not be saved.

Mr. Salas stated that he cannot be that specific and that is not what is included in the report. The report only references that one specific wall.

Ms. Salas stated that the project on 363 N. Main Street is a very similar project and they have a similar type of issue. A structural engineer was required, which was Mr. Tres Warner, and the report was found to be accurate and are awaiting HDAC approval at the October 25, 2017 HDAC meeting. Adobe will be used to fix the wall at 363 N. Main Street. He stated that he can provide Mr. Smallidge Mr. Warner's contact information should he wish to hire a different engineer to try and save the adobe wall.

Mayor Walter wanted clarification that the HDAC gave approval for the one wall to be a block wall.

Mr. Smallidge stated that it is his understanding the adobe would be retained on the outside and they would stucco over it. He stated that the HDAC wants the original finish on the outside of the building. He would like everyone to be on the same understanding of what needs to be done.

Mr. Salas stated that if the HDAC does not approve an item, there is language in the Town Code that will allow the Council to act as the appeal board to that decision. The HDAC does not necessarily have the final decision.

Councilmember Hawkins stated that the structural engineer stated that the nine-foot section of adobe wall needs to be replaced with CMU block to bring it up to structural soundness. The wall will be plastered so no one will know if it is adobe or not. He does not understand where the issue is as Mr. Smallidge's own structural engineer report states that the wall needs to be replaced.

Mr. Smallidge stated that he will replace the wall; however, he does not want the HDAC to believe the finish will be adobe.

Councilmember Hawkins stated that the outside is stucco.

Vice-Mayor Woolridge stated that the HDAC does wonderful work; however, the Council has the final say. HDAC's role is to make recommendations. The goal is to move the project forward.

Mr. Brent Billingsley, Town Manager, read an excerpt of the July 22, 2015 HDAC minutes approving the design review of the Cuen Building Case PZ-15-43 by motion of Vice-Chairman Adams, and seconded by Commissioner Smith, which read:

1. Construction on the Cuen Building shall conform to the exhibit presented on July 22, 2015.
2. Project shall comply with all applicable Town codes, Interior's Standards for the Treatment of Historic Properties, Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.
3. Any exterior lighting on the property shall be in compliance with applicable light control restrictions.
4. Compliance with the HDAC design review application approval shall be required prior to issuance of "Final Certificate of Occupancy."

Mr. Billingsley stated that the HDAC added that they wanted to have say regarding any replica items to be placed on the building (i.e. doors) and wished to have the applicant answer some of their questions at a later date.

Mr. Billingsley reiterated that HDAC approved the wall. He stated that all of the guidelines were met including their own preservation guidelines as well as the federal and Town of Florence historic guidelines with respect to this project. He stated that the building's finish is stucco and not exposed adobe. He noted that a permit was issued on the building on November 2, 2015, and the only inspection was done on April 20, 2016. The building permit expired on October 20, 2016.

Mayor Walter inquired as to what Mr. Smallidge's intention is moving forward. She inquired if he had a timeline.

Mr. Smallidge stated that he would like to have 5 ½ months to get the project completed, which is the time that he has lost. He clarified what Mr. Billingsley read in that the HDAC wanted authenticity on the building. The block will not be authentic.

Mayor Walter inquired how much he has invested into the building.

Mr. Smallidge stated that he has invested approximately \$10,000 thus far.

Councilmember Larsen stated that it appears that the delay is due to the difference of opinion between Mr. Smallidge and his engineer. Mr. Smallidge would prefer to retain the adobe wall but the engineer's recommendation is to replace it with block.

Mr. Smallidge stated that the delay was due to a past employee.

Councilmember Larsen inquired if everything else is acceptable to Mr. Smallidge with regards to the report. She inquired if the only thing that is needed is for the permit to be approved.

Mr. Smallidge stated that the things that they have to move forward on are:

- Block wall
- Laminated beams
- New electrical
- Air conditioning
- Maintenance of the roof (not replacement)

Mr. Smallidge stated that there was never a restroom in the building; however, there is a bathroom next door. He is unsure if a bathroom is needed and does not have an issue with installing one so long as he does not have to install a handicap restroom which would take up approximately 100 feet. The building is only 1,000 square feet. He inquired if he needs to install a restroom, and if so, does it need to be a handicap restroom.

Councilmember Larsen inquired if there is anything that Mr. Smallidge would foresee to be problematic in the future or if everything in the report is acceptable.

Mr. Salas stated that he has reviewed the documents that were available; however, he does not have a set of plans for the construction site. He stated that a permit was issued and included lathe, plumbing and electrical. He believes it would be easily able to move forward. The permit did not include the structural repairs. He stated that if Mr. Smallidge is willing to do what is included in the structural report, they can add this item to October 25, 2017 HDAC meeting agenda and obtain clarification to ensure that nothing was misinterpreted in the previous meeting minutes.

Ms. Salas stated that he did not do a comprehensive review of the plans as they were previously reviewed. The plans had been previously approved; however, it has expired and the Town would have the opportunity to re-review the plans before reinstating the plans. He does not see anything that cannot be resolved nor is the project complicated.

Councilmember Guilin recognized the two HDAC members in attendance: Chris Reid and Victoria Knight.

Commission Reid stated that if the HDAC voted to approve it, then it was approved. She has wondered why the project has not moved forward. She stated that it appears that there has been some miscommunication. She hopes to see this project move forward and understands Mr. Smallidge's frustration; however, she is not sure where it comes from.



## **NEW BUSINESS**

### **Resolution No. 1646-17:**

Mayor Walter read Resolution No. 1646-17 by title only.

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

Ms. Michelle Orton, Planning Manager, stated that Pulte Home Company, LLC has requested approval of Final Plat of Anthem at Merrill Ranch (AMR) Unit 24. The proposed subdivision will be part of the Sun City community.

Ms. Orton stated that there are 84 single-family residential lots proposed for this 25.16-acre subdivision. The density for this unit is 3.37 dwelling units per acre. The Final Plat of AMR Unit 24 currently shows Lots 30-34 to be within the FEMA Flood Zone AE. The Town of Florence and Pulte Home Company, LLC, have agreed that there shall be no vertical construction until approval of the Letter of Map Revision (LOMR) revising the flood zone and establishing new boundary limits excluding the lots. The resolution for this Final Plat will add an extra precaution to ensure that no homes will be constructed on the above-mentioned lots until the approval of the LOMR.

Mr. Orton stated that the neighborhood streets in this unit are designed and constructed with a 42-foot-wide right-of-way. The Preliminary Plat was approved by the Planning and Zoning Commission on October 11, 2017. The Town of Florence Public Works and Fire Department staff are in support of this approval of the Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities. Pulte Home Company, LLC will construct the roadways within this subdivision.

Mayor Walter stated that there are issues with regards to the road widths because there is parking on both sides of the streets and emergency vehicles cannot get through. She stated that some driveways are too short and do not accommodate the length of vehicles.

Mayor Walter stated that all three parties (Town, Pulte, and CCRs) need to work in conjunction with one another, otherwise safety hazards occur. She stated that there may be communication issues between Pulte and the Sales Department. She stated that research indicates that the streets should be 48' wide, at a minimum, if there is street parking.

Mr. Ryan Bettes, Pulte Home Company, stated that the street widths are 42' wide to accommodate the five-foot sidewalks, and in the past the sidewalks were four-feet. The street section is the same in all of Anthem at Merrill Ranch. The pavement width has remained status quo.

Mayor Walter stated that the issue is with people parking on the street and something needs to be done to alleviate on-street parking. She stated that Pulte is no longer enforcing no parking through the HOA.

Mr. Bettes stated that the Homeowners Association does enforce the no parking through the HOA; however, it is difficult to determine ownership of the vehicle since they are unable to run license plates. There are house violations written for cars parked on the street; however, if the homeowner does not respond, they have no other means to arbitrarily fine a resident for a vehicle that may not be theirs. There are no Town codes that disallow street parking. He stated that the street parking has been an issue of discussion with them as well.

Mayor Walter would like to have a work session on the upcoming Council meeting to discuss this further and to find a solution.

Mr. Billingsley stated that a work session will be planned for the November 6, 2017 meeting.

On motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1646-17.

**Resolution No. 1647-17:**

Mayor Walter read Resolution No. 1647-17 by title only.

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

Ms. Orton stated Pulte Home Company, LLC requests approval of the Final Plat of Anthem at Merrill Ranch (AMR) Unit 32, which is part of the Sun City community.

Ms. Orton stated that there are 80 single-family residential lots proposed for this 24.24-acre subdivision. The density is 3.29 dwelling units per acre. The neighborhood streets are 42-foot-wide.

Ms. Orton stated that the Preliminary Plat was approved by the Planning and Zoning Commission on October 11, 2017. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities. Pulte Home Company, LLC. will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

On motion of Councilmember Larsen, seconded by Councilmember Wall, and carried to adopt Resolution No. 1647-17.

**Discussion/Approval/Disapproval of the First Amendment to the Development Agreement between the Town of Florence, and Florence Artisan Acres, LLC.**

Mr. Billingsley stated that the Council had entered into a Development Agreement with Mr. Harold Christ, Owner, Florence Artisan Acres, LLC. The project has been delayed by unforeseen circumstances. He and Mr. Christ have been negotiating an extension of said

agreement, specifically, the Schedule of Performance, also listed as Schedule C in the original agreement. He stated that one additional modification made is to amend Recital M to reflect the date of December 31, 2018 so that it is consistent with Exhibit C.

Mr. Harold Christ, Owner, Florence Artisan Acres, LLC, stated that the unforeseen issues have been due to the weather that has happened around the country. The bids that they have received are much higher than what was budgeted for. They selected a contractor two weeks ago. He stated that they are working with APS and Southwest Gas to get the offsite work completed while they are working on the other issues.

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to approve the First Amendment to the Development Agreement between the Town of Florence, and Florence Artisan Acres, LLC, as well as the amendment of Recital M to reflect the date of December 31, 2018 to be consistent with Exhibit C.

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

Mr. Billingsley stated that in the initial contract that was approved on May 11, 2015, and Council provided a one-time, 180-day, extension on January 17, 2017. Per the contract, the full expiration of the contract and a reversion back to the Town will be on November 12, 2017. The Town can provide a further extension but the motion will need to outline the special circumstances that necessitate an additional extension.

Mr. Billingsley stated that Mr. Salas and Mr. Smallidge seem to be in agreement; however, the Town has provided the 180-day extension and nothing has been completed in that time frame. The employees that Mr. Smallidge reference have not been employed with Town for over 12 months and six months respectively. He reiterated that a permit was issued and since expired as well as an approval from the HDAC.

Councilmember Hawkins inquired if a permit is still in effect until November 12, 2017. He inquired what the ramifications are to table the item to provide Mr. Smallidge, Mr. Salas and any other stakeholders the opportunity to come to some type of agreement or resolution and to bring this item back to Council on November 6, 2017. He would like to see the project completed.

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to table the item until the November 6, 2017 meeting.

Councilmember Anderson stated that he expects to see aggressive completion dates on the project.

Mayor Walter asked that Mr. Smallidge attend the November 6, 2017 Town Council meeting and provide an outline of the dates and estimations.

## **MANAGER'S REPORT**

Mr. Billingsley stated that the Town hosted the Tucson Electric Vehicle Association. They brought two vehicles: Tesla X and Nissan Leaf. It was very interesting to hear how they are promoting electric vehicle and how technology is changing and improving.

Mr. Billingsley stated that an Open Meeting Law Complaint was filed against the Town. The Town received a letter, dated October 10, 2017, in which it was determined that the complaint is unfounded.

Mr. Billingsley stated that the Town did not receive CDBG funding for individual taps at businesses in the downtown area to install fire sprinkler systems in the buildings at a reduced cost. The Town was approved for a CDBG Grant for funding of activities regarding water main improvements to include increased fire flow. The funding is for approximately \$258,000 for the project.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Guilin thanked Fire Chief David Strayer for the dinner in which the firefighters were honored. It was a very nice event.

Councilmember Anderson concurred with Councilmember Guilin with regards to the dinner. He thanked Sheriff Lamb and Ms. Larsen for the domestic violence awareness meeting held. He stated that it is important to raise awareness and resolve issues pertaining to domestic violence.

Councilmember Larsen provided the phone number for the domestic violence hotline and stated that it is important to let the public know that there are resources available. She also provided the phone number for the local shelter. She stated that it is important to ensure that people are safe and that resources are available.

Vice-Mayor Woolridge stated that the Fire Department First Annual Dinner was very nice and she appreciated the door prizes and the events that they shared with the community.

Mayor Walter stated that the Pony Express will come to Florence on Saturday, November 4, 2017. She asked for the public to participate to relive history. She invited the public to visit the Town of Florence website to find out about all of the events in Florence.

## **ADJOURN TO EXECUTIVE SESSION**

**An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or**

legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

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

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

### **ADJOURN FROM EXECUTIVE SESSION**

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

### **ADJOURNMENT**

On motion of Councilmember Larsen, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:14 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 October 16, 2017, and that the meeting was duly called to order and that a quorum was present.

---

Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, SEPTEMBER 14, 2017 AT 3:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Cochran called the meeting to order at 3:02 p.m.

**2. ROLL CALL:**

Present: Cochran, Curran, Hagemann, Rankin

Absent: Noack

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

**a. Discussion/Approval/Disapproval of minutes from the May 11, 2017 Regular Meeting.**

On motion by Commissioner Curran, seconded by Vice-Chair Rankin, and carried to approve the minutes from the May 11, 2017 Regular Meeting.

**b. Discussion of the Town reorganization and the Community Services Department.**

Liaison Bryan Hughes informed the Commission of the Town's new reorganization of Town Departments. The Florence Public Library was combined with the Parks and Recreation Department and renamed as the Town of Florence Community Services Department. Community Development was combined with Public Works and renamed as Development Services Department.

Liaison Hughes stated that with the new reorganization, Full time Recreation Staff had their job titles updated including Liaison Hughes, he is now the Community Services Director.

**c. Discussion of the Florence Town Council Strategic Plan 2017-2022.**

Liaison Hughes distributed The Florence Town Council Strategic Plan 2017-2022 brochure for reference.

**d. Discussion/Approval/Disapproval of Arts and Culture Programming – Fall 2017.**

Discussion Only.

Liaison Hughes asked the Commission to review the Fall Brochure and suggest Edits to the Arts and Culture Fall programming if needed.

Commissioner Hagemann suggested putting actual dates for the Drum Circle instead of the Fourth Saturday of each Month. Liaison Hughes responded to Commissioner Hagemann, we will check if the text fits with the perimeters, if so Staff will enter the individual dates.

Vice-Chair Rankin asked if Flyers promoting Arts and Culture programming, can be extended further than December? Liaison Hughes stated that flyers can be extended past December.

Chair Cochran asked Commissioner Hagemann if participants for the Drum Circle bring their own instruments? Commissioner Hagemann responded that most participants do not bring their own instruments, but that she has many different instruments participants may use.

Liaison Hughes stated that he and Commissioner Noack worked together on planning a Kite Festival. Liaison Hughes mentioned to the Commission that he found affordable kite kits online.

Liaison Hughes suggested expanding the registration for the Box Pony/Box Bull if there aren't many sign ups.

Vice-Chair Rankin asked the Commission if there should be an age limit for the Quick Draw Event? Liaison Hughes stated that the Commission may add or remove age restrictions for the Quick Draw Event.

Chair Cochran asked Liaison Hughes if any research/planning had been done for the Plein Air Art? Liaison Hughes stated that he hadn't done anything for that program.

Commissioner Hagemann suggested for the Open Studio, for the Commission to provide art supplies for participants like and Art Bash, people show up and supplies are there and they can just create a painting, or use calligraphy pens.

Chair Cochran stated that the ASU Art Group that was meeting in Anthem had disbanded and hopefully this may increase participants for our Art programming.

**e. Discussion/Approval/Disapproval of Arizona Commission of the Arts Grants.**

Discussion Only.

Liaison Hughes stated that he spoke with a Representative from the Arizona Commission of the Arts regarding the Life Long Learning Grant. Liaison Hughes stated that unfortunately, the Florence Arts and Culture Commission did not meet most of the criteria for the grant application and suggested considering applying on Feb. 1, 2018 for this same Grant, but be better prepared.

**f. Discussion/Approval/Disapproval of 2018 Quick draw event during Historic Home Tour.**

Discussion Only.

Liaison Hughes informed the Commission that the Town's Annual Historic Home Tour is scheduled for Saturday, February 10, 2018. Liaison Hughes asked if 150 minutes would suffice for Quick Draw participants?

Vice-Chair Rankin stated that 150 minutes was enough time to create and art piece for Quick Draw.

Vice-Chair Rankin suggested to announce the Auction winners as soon as the Auction closes.

Liaison Hughes mentioned to the Commission that many Home Tour visitors were confused by the Quick Draw event, many thought it was a shootout re-enactment and asked if the Commission was willing to rename the program? All Commissioners choose to keep the original name of Quick Draw Art Event.

## **5. CALL TO THE PUBLIC/BOARD RESPONSE**

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


## **6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

Vice-Chair Rankin mentioned to the Commission that she is involved with the Make A Difference Day, and asked Commissioners to please spread the word about the event.

## **7. ADJOURNMENT**

On motion by Commissioner Hagemann, seconded by Vice-Chair Rankin, and carried to adjourn the meeting at 3:51 P.M.

Approved:

  
Jorganne Cochran, Chairman

**Posted 12th day of October, 2017, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).**



**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, OCTOBER 12, 2017 AT 3:00 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Cochran called the meeting to order at 3:08 p.m.

**2. ROLL CALL:**

Present: Cochran, Curran, Hagemann, Noack, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of minutes from the September 14, 2017 Regular Meeting.**

On motion by Vice-Chair Rankin, seconded by Commissioner Hagemann, and carried to approve the minutes from the September 14, 2017 Regular Meeting.

- b. Discussion/Approval/Disapproval of Arts and Culture Programming – Fall 2017 and Spring 2018.**

Liaison Bryan Hughes did a quick recap of upcoming events.

Chair Cochran asked how was the word going to get out for the Pimp your Pony program? Liaison Hughes stated that a digital flyer will be sent to the schools through an application called Peach Jar. Chair Cochran asked how will interested participants be given the information packet? Liaison Hughes stated there will be packets available at the Community Center and printed instructions may be on the back of the digital flyer.

Commissioner Curran suggested for the Spring event schedule to include a concert featuring the Strings of the Sonoran. Liaison Hughes asked Commissioner Curran to inquire with the Strings of the Sonoran about possibly having a concert for February or March of 2018.

Chair Cochran asked how complex and/or expensive would it be to have a concert with an Orchestra?

Commissioner Curran responded that he will inquire, but stressed that there will have to be a big enough venue for the Orchestra and all the attendees to fit in.

Liaison Hughes mentioned that an event like this would probably be an outdoor event.

Vice-Chair Rankin asked if Town Hall would be big enough for this event?

Liaison Hughes responded that he is not sure if the space would suffice.

Commissioner Curran reminded the Commission that the Orchestra is made up of Volunteers and the Director will have to coordinate with them, but as of right now they are booked through the Spring.

On motion by Commissioner Hagemann, seconded by Commissioner Noack, and carried to approve to start planning for an event for Spring 2018.

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

Discussion Only.

Liaison Hughes reminded the Commission that the next deadline for an Arizona Commission on the Arts grants is on February 1, 2018.

Chair Cochran asked there be a Special meeting planned so the Commission can decide on a specific project to apply for a grant.

**d. Discussion/Approval/Disapproval of public outreach opportunities.**

Liaison Hughes asked the Commission for Volunteers for the annual Anthem Celebrates the Arts event being held on 11/4/17. Commissioner Noack volunteered. Chair Cochran asked the Commission to come up with an activity or something to display other than just flyers.

## **5. CALL TO THE PUBLIC/BOARD RESPONSE**

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

Ms. Ruth Harrison urged the Commission to keep planning on having the Plein-Air event.

Ms. Harrison suggested there be a 100<sup>th</sup> Birthday commemoration for Mr. Pedro Guerrero at Home Tour.

Ms. Harrison suggested to the Commission to host the Strings of the Sonoran at McFarland State Park, it has great acoustics. Another suggestion Ms. Harrison had was to have Staff contact the music departments at both Central Arizona College and the Florence High School to set-up a performance.

Ms. Bonnie Lee introduced herself to the Commission. Ms. Lee stated she had worked for the Chamber of Commerce and agreed that the acoustics are great, but for speaking not so much for a musical performance. Ms.

Lee believes that the Florence Town Hall would be great for performances. Ms. Lee provided a brief bio of her artistic and volunteer experience.

#### **6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY**

Commissioner Noack and Commissioner Hagemann asked to have Arts and Culture Commission business cards printed for them.

#### **7. ADJOURNMENT**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried to adjourn the meeting at 3:49 P.M.

Approved:

  
Jorganne Cochran, Chairman

Posted 9th day of November, 2017, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at [www.florenceaz.gov](http://www.florenceaz.gov).

# TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD

**MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, JULY 27, 2017  
AT 6:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET,  
FLORENCE, AZ.**

## **1. CALL TO ORDER**

Chairman Pinson called the meeting to order at 6:00 P.M.

## **2. ROLL CALL:**

Present: Linda Fenstermaker, Don Pinson, Tom Smith, Kelly Williams

Absent: Donald Woolridge

## **3. PLEDGE OF ALLEGIANCE**

## **4. NEW BUSINESS**

- a. Discussion/Approval/Disapproval of Minutes from the January 26, 2017 Regular Meeting.**

On motion by Board member Smith, seconded by Board member Williams, and carried to approve the minutes of the January 26, 2017 regular meeting.

- b. Discussion of the Town reorganization and the Community Services Department.**

Liaison Bryan Hughes informed the Board that the Town Council approved the budget for Fiscal Year 2017-2018, and consolidated the different Town Departments down to five key departments. The Library and Parks and Recreation Department is now known as the Community Services Department.

- c. Discussion of the Florence Town Council Strategic Plan 2017-2022.**

Liaison Hughes distributed to the Boardmembers the Florence Town Council Strategic Plan 2017-2022 booklet.

- d. Discussion of Park/Open Space/Community Services Projects in the Capital Improvement Plan. (Bryan Hughes)**

Liaison Hughes stated there are two key areas he is trying to have improvements done. One improvement is to the Poston Butte Summit Trail. Liaison Hughes informed the Board, that he is looking in applying for a \$10,000 or more Grant to cover the costs to

the Summit Improvements. The Grant will cover 100%, meaning the Town will not have to match for expenses. Liaison Hughes stated that the work needed to be done to the Summit is minimal.

Chairman Pinson asked if it will all be hand work? Liaison Hughes stated that yes, there may be a need for a bulldozer, but may be difficult because of the steepness of the Summit. Liaison Hughes is working on acquiring the two neighboring parcels by Poston Butte. Liaison Hughes is also working with the Copper Basin Railway on a legal agreement for access to Poston Butte.

Liaison Hughes mentioned he applied for a grant through MAG for bike routes and sidewalks.

**e. Discussion of a Parks and Recreation Community Forum and other public outreach for recreation programming. (Bryan Hughes)**

Liaison Hughes stated to that not too many attendees were at the Parks and Recreation Community Forum.

**f. Discussion/Approval/Disapproval of an Adopt-A-Flower Box program. (Bryan Hughes)**

On motion by Board member Smith, seconded by Vice-Chair Fenstermaker, and carried to approve moving forward with the Adopt-A-Flower Box program.

**g. Discussion/Approval/Disapproval of the proposed Veteran's Memorial. (Bryan Hughes)**

Board member Williams volunteered to be on the Veteran's Memorial Committee; Board member Smith will substitute any meetings Board member Williams is not able to attend.

On motion by Board member Smith, seconded by Board member Williams, and carried to approve to move forward with the proposed Veteran's Memorial.

**h. Discussion/Approval/Disapproval of the Parks and Recreation Fee Schedule.**

Liaison Hughes gave a quick synopsis of the changes made to the Parks and Recreation Fee Schedule.

Chairman Pinson asked if the Town Council still had to approve the final Fee Schedule? Liaison Hughes stated that yes Council still had to approve the fee schedule for it to implemented.

On motion by Board member Smith, seconded by Board member Fenstermaker, and carried to approve the Parks and Recreation fee schedule.

## 5. STAFF REPORTS

### a. Florence Teen Council (Alison Feliz/John Nixon)

Liaison John Nixon updated the Board about the Florence Teen Council. The FTC is celebrating its one-year anniversary under the direction of Kim “Koko” Hunter.

### b. Make a Difference Day (Alison Feliz/John Nixon)

Chairman Pinson and Council Liaison Larsen volunteered to be on the “Make a Difference Day” planning Committee.

### c. Tree City USA/Playful City USA (John Nixon)

Liaison Nixon informed the Board that the Town of Florence had been recognized for the 11<sup>th</sup> year in a row as a Tree City USA Town. A Tree was planted at Heritage Park in honor of this recognition.

Liaison Nixon informed the Board about the Playful City USA program. It’s a newer program than Tree City, but is also very useful to be recognized a Playful City. The Organization offers many different grants. There are only 255 recognized municipalities Nationwide and the Town of Florence is only one of 17 municipalities in the State of Arizona to be recognized as a Playful City.

### d. Senior Center (Laura Carter)

### e. Aquatic Center (Bryan Hughes)

Liaison Hughes stated to the Board that 14,740 people attended the Aquatic Center.

### f. Park Maintenance (Bryan Hughes)

Liaison Hughes informed the Board that some of the sidewalks at Main Street Park to be removed and repaired.

Liaison Hughes stated that bees continue to be an issue at the Padilla Park splash pad. Portable toilets were removed from Heritage Park and the bathrooms were opened.

### g. Arts and Culture Commission (Bryan Hughes)

Liaison Hughes gave a brief update on upcoming programs and events coordinated by the Arts and Culture Commission.

## 6. CALL TO THE PUBLIC/BOARD RESPONSE

**CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO 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 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.**

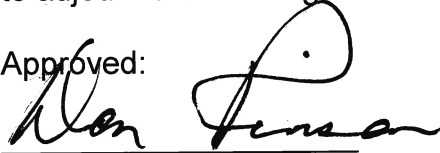
Mark Cowling suggested to the Board to not exterminate the bees but have them moved by a bee keeper.

## 7. CALL TO THE BOARD

## 8. ADJOURNMENT

On motion by Board member Smith, seconded by Vice-Chair Fenstermaker, and carried to adjourn the meeting at 7:48 P.M.

Approved:

A handwritten signature in black ink, appearing to read "Don Pinson". The signature is written in a cursive style with a large loop at the end.

Don Pinson, Board Chair

**REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, JUNE 1, 2017, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairman Pranzo called the meeting to order at 6:00 pm.

**ROLL CALL:**

Chairman Pranzo	Present
Vice-Chairman Putrick	Present
Commissioner Bell	Absent
Commissioner Frost	Present
Commissioner Smidt	Present

**PLEDGE OF ALLEGIANCE**

Chairman Pranzo led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the regular meeting conducted on April 20, 2017.

**On motion by Vice-Chairman Putrick and seconded by Commissioner Smidt the minutes of April 20, 2017 were approved by unanimous consent.**

**NEW BUSINESS**

**A. Merrill Ranch, Unit 10 (PZ-17-29)**

**PRESENTATION/APPROVAL/DISAPPROVAL** - A Preliminary Plat application for Merrill Ranch, Unit 10 submitted by Southwest Value Partners. The subject subdivision is located at the northwest corner of Felix Road and National Way.

Michelle Orton, Senior Planner gave a brief report to the proposed Preliminary Plat application for Merrill Ranch, Unit 10 Subdivision. This subdivision is one of many in the approved Merrill Ranch (MR) Planned Unit Development (PUD). Staff stated that the size was 33.84 acres and a proposed 137 single-family residential lots with a density of 4.04 dwelling units per acre. MR is a PUD and its overall single-family residential density is 3.5 dwelling units per acre.

Ms. Orton, stated that staff is recommending that the Planning and Zoning Commission **APPROVE** this preliminary Plat subject to the following conditions.



1. Development of the subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The Developer/Property owner is responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
3. The Fire and Public Works departments retain the right to address additional development details for this subdivision, such as, but not limited to, easements, dedications, storm water and drainage improvements, ADA compliance, and fire hydrant placements during the reviews of the civil plans and Final Plats for the subject unit.

(Inaudible)

Jared Baxter, 7580 N. Dobson Road, Suite 200, Scottsdale, AZ 85256 indicated that the Commissioner was referring to the park side of Anthem at Merrill Ranch. The proposed site is not active adult but is marketed as a traditional family subdivision. Retention basins will be landscaped.

Commissioner Frost wanted to know if the landscape was xeriscaping versus turf.

Mr. Baxter indicated that there was a mixture and it's spelled out in the PUD.

Commissioner Frost was concerned with the distance from the parks. He believed that the residents would appreciate a facility within a quarter of a mile.

Mr. Baxter noted that it's a marketing issue for the builder. The parks will be indicated with the landscape plans which will be submitted later in the approval process of the construction plans.

**On motion by Commissioner Frost and seconded by Commissioner Smidt the Preliminary Plat, Merrill Ranch, Unit 10 was approved by unanimous consent.**

#### **B. Merrill Ranch, Unit 11 (PZ-17-30)**

**PRESENTATION/APPROVAL/DISAPPROVAL** - A Preliminary Plat application for Merrill Ranch, Unit 11 submitted by Southwest Value Partners. The subject subdivision is located west of Felix Road between National Way and Independence Way.

Michelle Orton, Senior Planner gave a brief report to the proposed Preliminary Plat application for Merrill Ranch, Unit 11 Subdivision. This subdivision is one of many in the approved Merrill Ranch (MR) Planned Unit Development (PUD). Staff stated that the

Planning and Zoning Commission Meeting

Minutes

June 1, 2017

Page 2 of 4

size was 53.41 acres and a proposed 219 single-family residential lots with a density of 4.10 dwelling units per acre. MR is a PUD and its overall single-family residential density is 3.5 dwelling units per acre.

Staff's finding is that the proposed Preliminary Plat is in conformance with the Merrill Ranch PUD and the Town of Florence code requirements.  
MR, Unit 11 meets the density and open space requirements of the MR PUD.

Ms. Orton, stated that staff is recommending that the Planning and Zoning Commission **APPROVE** this Preliminary Plat, subject to the following conditions of approval.

1. Development of the subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire, and engineering requirements.
2. Developer/Property owner is responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
3. The Fire and Public Works departments retain the right to address additional development details for this subdivision, such as, but not limited to, easements, dedications, storm water and drainage improvements, ADA compliance, and fire hydrant placements during the reviews of the civil plans and Final Plats for the subject unit.

Jared Baxter, Baxter Design Group was available to answer any questions from the Commission.

Commissioner Frost had some concerns regarding landscaping and noted the areas to Mr. Baxter. Commissioner Frost noted an area that is unviewable by the Police Officers and makes it difficult to patrol. We need to make sure that a location isn't created that has hiding spaces

Mr. Baxter noted that he appreciated the comments about these areas from previous meetings and changes were made. In the future, the Police Department will be part of the review process.

Commissioner Smidt wanted to know if the street lights were noted on the Preliminary Plans.

Mr. Baxter noted that street lights will be noted on the construction plans but not a requirement at the Preliminary stage. He indicated that they follow the Towns requirements.

**On motion by Commissioner Frost and seconded by Vice-Chairman Putrick the Preliminary Plat, Merrill Ranch, Unit 11 was approved by unanimous consent.**

**CALL TO THE PUBLIC/COMMISSION RESPONSE:**

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission 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.

**CALL TO THE COMMISSION- CURRENT EVENTS ONLY.**

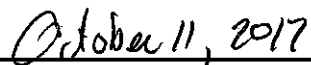
Chairman Pronzo invited everyone to the director's party.


Commissioners noted all the hard work that has been done under the director. They mentioned the many awards that are displayed and how he will be missed.

**ADJOURNMENT**

**On motion by Vice-Chairman Putrick and Commissioner Smidt and seconded by Commissioner Frost the meeting was adjourned by unanimous consent at 6:27 pm.**

  
\_\_\_\_\_  
Chairman Gary Pranzo

  
\_\_\_\_\_  
Date

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8a.</b>
<b>MEETING DATE:</b> November 6, 2017  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Lisa Garcia, Deputy Town Manager/Town Clerk  <b>SUBJECT:</b> Ordinance No. 658-17: Revision to the Business License Section of the Town of Florence Code of Ordinances		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

First reading of Ordinance No. 658-17: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE XI, OF THE TOWN CODE, ENTITLED BUSINESS REGULATIONS BY DELETING SAID CHAPTERS 110, 111, 113, AND 114 IN THEIR ENTIRETY AND REPLACING WITH A NEW CHAPTER 110 LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS.

**BACKGROUND/DISCUSSION:**

The Town Council adopted Ordinance No. 351-04 on September 7, 2004, which has been the last update to the Business License Section of the Town of Florence Code of Ordinances. The Town Clerk’s Office is requesting that the Business License Section of the Town Code of Ordinances be revised to better reflect the current terminology and clarification of the business types. The update also reflects the practices and philosophies of the Town Clerk’s Office. The Code simplifies the process and retains the legal requirements for obtaining a license. As part of the Code update, the Town Clerk’s Office is streamlining the application process and authorizing electronic applications and signatures.

As part of the fee schedule update, the Town Clerk’s Office also contacted other municipalities similar in size and did a cost comparison of fees to ensure that the Town is adequately charging fees based on business types. These changes will be reflected in the future Town of Florence Fee Schedule. At this time, the suggested changes do

not reflect any changes in fees and include the current fee structure that were previously adopted on September 7, 2004. The new fees that are suggested as part of the updated fee schedule are marked TBD (to be determined) and will serve as a placeholder.

Business Regulation that are not affected by Ordinance No. 658-17 are as follows:

115. Pawnshops, Second-Hand Dealers, Junk Collectors and Auction Houses.

116. Sexually Oriented Business

117. Telecommunications Service

118. Cable Communications

119. Licensing of Medical Marijuana-Related Facilities

**A VOTE OF NO WOULD MEAN:**

The Business License Section of the Town of Florence Code of Ordinances will remain as adopted September 7, 2004.

**A VOTE OF YES WOULD MEAN:**

The Business License Section of the Town of Florence Code of Ordinance will be amended to better reflect business practices of the Town.

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Ordinance No. 658 -17

**ORDINANCE NO. 658-17**

**AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING TITLE XI, OF THE TOWN CODE, ENTITLED BUSINESS REGULATIONS BY DELETING SAID CHAPTERS 110, 111, 113, AND 114 IN THEIR ENTIRETY AND REPLACING WITH A NEW CHAPTER 110 LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS.**

**WHEREAS**, it has been brought to the attention of the Council of the Town of Florence, Arizona, that the current code for license, taxation and miscellaneous business regulations is outdated and in need of revision.

**NOW, THEREFORE, BE IT ORDAINED** that Title XI of the Code of the Town of Florence is hereby amended by striking and deleting the existing Chapters 110, 111, 113, and 114 in its entirety which read as follows:

**~~Sec. 110.01 — PURPOSE AND SCOPE.~~**

~~The purpose of this chapter is both regulatory and revenue generating. The regulations are for the protection of the health, safety and welfare of the residents, business owners and visitors of the town. Regulations found in other chapters of this title, which pertain to specific types of businesses, shall be in addition to those found within this chapter.~~

**~~Sec. 110.02 — BUSINESS LICENSE AND CERTIFICATE OF OCCUPANCY REQUIRED.~~**

- ~~A. It is unlawful for any person to carry on any exempt or non-exempt business, game or amusement, calling, profession or occupation within the municipal limits of the town without having first procured a business license and certificate of occupancy from the town. An applicant/licensee must comply with any and all regulations imposed upon the business, game or amusement, calling, profession or occupation by any governmental or other authority with jurisdiction, as well as all provisions of this code, all town ordinances, county ordinances and state laws affecting the health, safety and welfare of the public.~~
- ~~B. A separate business license shall be required for each separate business, game or amusement, calling, profession or occupation. Only one license is required for each business, game or amusement, calling, profession or occupation if operated at more than one location. Each location shall have a copy of the license issued to the business prominently displayed as required by this chapter. Each license shall indicate the name and location of the business, game or amusement, calling, profession or occupation. No licensee shall carry on, pursue or conduct a~~

~~business, game or amusement, calling, profession or occupation at a location other than one indicated upon the license issued to the licensee.~~

- ~~C. A separate certificate of occupancy shall be required for each location of a business, game or amusement, calling, profession or occupation and for each separate location wherein the business is being conducted, even if only one business, game or amusement, calling, profession or occupation is being conducted at more than one location. Each location shall prominently display the certificate issued to that location as required by this chapter. Each certificate shall certify that the described business, game or amusement, calling, profession or occupation is authorized at that specified location.~~
- ~~D. Each applicant for a business license identified in this sub-division to be issued by the town shall provide fingerprint identification to the Chief of Police. The Chief of Police shall, when otherwise permitted and pursuant to A.R.S. § 41-1750 and 5 USC 9101 or 42 USC 14611 et seq., forward those fingerprints accompanied by appropriate fees to the Arizona Department of Public Safety and the Federal Bureau of Investigation for the purpose of seeking criminal history record information on the applicant. The information shall be used only for the purpose of evaluating the fitness of applicants for the following types of licenses from the town:~~

~~Canvassers Sexually Oriented Business Owners/Employees~~

~~Transient Merchants Peddlers~~

~~\_\_\_\_\_ Solicitors Escort Service Owners/Employees~~

~~\_\_\_\_\_ Auctioneers Pawn Shop Owners/Employees~~

~~Second Hand Dealers~~

~~**Sec. 110.03 ISSUANCE OF LICENSE.**~~

- ~~A. The Finance Director shall prepare and issue business licenses under this chapter for every person, firm, company or corporation required to procure a license hereunder, and to state in each license the fee thereof, the period of time covered, the name of the person, firm, company, or corporation or other entity for whom issued, the business, game or amusement, calling, profession or occupation licensed, and the location(s) or place(s) of business where the business, game or amusement, calling, profession or occupation is to be carried on.~~
- ~~B. The license shall be issued in the name of the applicant, the letters "dba" (doing business as), followed by the name of the business, unless the license is issued~~

to a corporation, limited liability company or similar entity, which license shall be in the name of the corporation, limited liability company or similar entity.

~~C. Application for a business license shall be made on forms furnished by the Finance Department. Every application shall be accompanied by an application fee, as provided hereinafter. In the event no license is issued, the application fee shall not be returned to the applicant but shall be applied to cover part of the cost of processing the application. In the event that a license is approved, the fee will be deducted from the business license fee, except as provided in section 9.700. The fee does not apply to those businesses who are approved exempt. The Finance Departments shall be responsible for the acceptance and processing of all applications.~~

~~Sec. 110.04 FEE SCHEDULE~~

~~The license tax set out in the following schedule is hereby established for business, occupations, trades, callings and professions listed herein and shall be paid by all persons who shall practice, transact, carry on or engage in such business, occupations, trades, callings and professions. The license tax set out herein shall be collected annually during the month of December unless otherwise specified and shall be paid by December 31. The schedule shall be the currently adopted schedule as attached herein.~~

~~Sec. 110.05 ISSUANCE OF CERTIFICATE OF OCCUPANCY.~~

~~A. The following department heads or their designees must approve the certificate of occupancy before issuance:~~

~~\_\_\_\_\_ (1) Planning Director or Designee~~

~~(2) Fire Chief~~

~~\_\_\_\_\_ (3) Public Works Director~~

~~B. Where any business, game or amusement, calling, profession or occupation is subjected to a certificate of health or sanitary examination by the county, the applicant must produce a certificate or permit from the Pinal County Health Department evidencing compliance with county health and sanitary regulations before a business license will be issued.~~

~~C. The Planning & Zoning Department shall issue the certificate of occupancy pursuant to the building codes adopted by the municipality and the fees established therein~~



**Sec. 9.006 PAYMENT OF LICENSE FEES.**

- A. All business license fees shall be paid at the office of the Finance Director or in such a manner as may be specified by the Finance Director. The licenses shall expire on the last day respectively of December of each year. License renewal fees shall be paid before expiration of the previous license. The Finance Director may require reapplication before renewal, if the Finance Director determines that there has been a substantial change in the business.
- B. Any business subject to licensing under this chapter, which fails to pay its license fee within the time period specified in division (A) of this section, shall, in addition to any other penalties imposed for violating the Town Code, be subject to a late penalty fee of \$5 per month in addition to the regular business license fee due and payable.
- C. The purpose of the license fee is to help offset the costs incurred by the town in processing the application for a license and for the inspection by the department heads or their designees of the premises. The amount of the license fee shall be established from time to time by resolution of the Town Council.

**Business License Fee Schedule**

Application Fee-General	\$10
Application Fee-Category 9.700 (non-refundable and non-applicable against license fee)	\$100
<b>License Fees</b>	-
General Business License-Other than specified below	\$50
Distillers, Brewer or Winer's License	\$125
On-Sale Retailers for all liquor	\$250
On-Sale Retailers - Beer & Wine	\$175
Off-Sale Retailer - Beer & Wine	\$125
Grocers License - Beer & Wine	\$175
Restaurant Retailer - Beer & Wine	\$200
On-Sale Retailers- Beer Only	\$150
Off-Sale Retailer- Beer Only	\$100
Restaurant Retailer- Beer Only	\$175
Off-Sale Retailer- All Spirituous Liquor	\$150
Grocers License- All Spirituous Liquor	\$200
Hotel-Motel, Restaurant Retailer or Club- All Spirituous Liquor	\$250
Bank: Capital, Surplus and Financial Institutions	-

undivided profits are:	-
Less than \$300,000	\$100
\$300,000 and over	\$150
Barber Shops and owner	\$50
Barber-Individual	\$25
Beauty Shops and owner	\$50
Beauty Operators/Individual	\$25
Hotels, Motels, Hospitals, Rest Homes, Sanitariums and Sanatoriums	-
01-10 Rooms	\$50
11-50 Rooms	\$75
Over 50 Rooms	\$100
-	-
-	-
Application Fee	\$10
Per Day	\$25
Each Helper	\$5
Per month in excess of one month	\$300
-	-
Business License	\$500
Employee License	\$100
Other	-
Carnival	\$75
Late fees per month	\$5
January 1 thru September 30 Full Fee Pro-rate at October 1 to December 31 1/2 license fee (all excepting Section 9.700)	-

**Sec. 110.07 POSTING OF LICENSE.**

Every person, firm, company or corporation having a business license and certificate of occupancy under the provisions of this chapter, and carrying on a business, game or amusement, calling, profession or occupation at a fixed place of business, shall keep a license and certificate posted and exhibited, while in force, in some conspicuous part of the place of business. Every person having a business license and not having a fixed place of business shall carry a license with him or her at all times while carrying on that business, game or amusement, calling, profession or occupation for which the license was issued. Every person, firm, company or corporation having a business license and/or certificate of occupancy under the provisions of this chapter shall produce and exhibit the same, whenever requested to do so by the Planning Director or the Director's designee, any police officer of the town or any department head or authorized

representative of any department head, who is required to approve the issuance of a license or certificate.

**Sec. 110.08 ENFORCEMENT AUTHORITY.**

(A) It shall be the duty of the clerk, or others to whom the duty is given, to cause complaints to be filed against all persons violating any of the provisions of this chapter. The municipal police law enforcement officers shall have the power to issue citations.

(B) The aforementioned persons shall have the power to enter free of charge at any reasonable time any place of business for which a business license is required by this chapter. The person shall have the right to inspect for compliance with the regulations regarding the particular license, and to demand the exhibition of the license for the current term from any person engaged or employed in the transaction of any business. If any person fails to exhibit a license, such failure shall constitute a violation of this chapter.

(C) The Planning & Zoning Department shall have enforcement authority in regard to certificates of occupancy pursuant to the then adopted version of the building codes adopted by the municipality.

**Sec. 110.09 TRANSFER OF LICENSE.**

No business license or certificate of occupancy granted or issued under any of the provisions of this chapter shall be in any manner assignable or transferable to anyone other than is therein mentioned or named to do business. No license or certificate shall authorize any other business than is therein mentioned or named to be done or transacted, nor authorize any business to be conducted at any place except as is therein mentioned or named, without first obtaining authorization from the appropriate department heads upon application to the Finance Director.

**Sec. 110.10 EXEMPTIONS.**

A. No business license shall be required for the following:

(1) The practice, transaction or carrying on of any business, game or amusement, calling, profession or occupation which is solely engaged in delivery.

(2) By an agency or department of the United States Government for which the government has failed to make provisions allowing states and municipalities to so tax.

(3) Hospitals, whether or not operated for profit.

- ~~(4) Physicians, surgeons or nurses not engaged in private practice.~~
- ~~(5) Rental units of three or less, if in a non-commercial zoning district.~~
- ~~(6) Sellers of agricultural produce grown within the town by the seller.~~
- ~~(7) Religious, charitable or other non-profit organizations, institutions or associations.~~
- ~~(8) Any hobby or crafts sales in which the seller is the creator or a non-paid representative of the creator and for which the gross sales of each hobbyist and craftsmen shall not exceed \$3,000 in any 12-month period of time.~~
- ~~(9) Employees of any business, game or amusement, calling, profession or occupation either possessing a business license or exempt from having to possess a business license.~~

~~B. No certificate of occupancy shall be required for the following:~~

- ~~(1) Any business, game or amusement, calling, profession or occupation physically located outside the municipal limits of the town.~~
- ~~(2) Any business, game or amusement, calling, profession or occupation doing business within the municipal limits of the town without a fixed place of business.~~

~~**Sec. 110.11 NOTICE OF TERMINATION OF BUSINESS REQUIRED.**~~

~~Every licensee shall notify the Finance Director in writing of the termination of his or her business, game or amusement, calling, profession or occupation, either before the termination date or within ten days thereafter.~~

~~**Sec. 110.12 REVOCATION.**~~

~~A person, firm, company or corporation may be denied a business license, or if the person, firm, company or corporation currently possesses a business license it may be revoked, for any of the following causes:~~

~~A. Fraud, misrepresentation or false statement contained in the application for the business license.~~

~~B. Fraud, misrepresentation or false statement made in the course of carrying on the business.~~

C. ~~Any violation of this chapter.~~

D. ~~Conviction of any felony or misdemeanor involving moral turpitude.~~

E. ~~Conducting business in violation of any town ordinance, county ordinance or state law relating to the public health, safety and welfare.~~

**Sec. 110.13 APPEAL; NOTICE AND HEARING.**

Any person, firm, company or corporation aggrieved by the denial of an application for a business license, and any person, firm, company or corporation whose business license has been revoked, shall have the right of appeal to the Town Manager. The appeal shall be taken by filing with the Town Clerk, within 14 days after denial, a written statement setting forth fully the grounds for the appeal. The Town Manager shall set a time and a place for hearing of the appeal, and notice of the hearing shall be given to the appellant at least 10 days prior to the date set for the hearing. The mailing of the notice to the address on the business license application shall constitute proper notice to the licensee. The decision of the Town Manager on the appeal shall be final except as otherwise provided under Arizona State Law.

**Sec. 100.14 PRIVILEGE TAX ORDINANCES NOT AFFECTED BY CODE**

Nothing in this Code shall affect Ordinance No. 98 (adopted July 6, 1987) or any ordinance amendatory thereof. All such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

**Sec. 110.99 PENALTY.**

Any person, firm, company or corporation convicted of violating any of the provisions of this chapter shall be punishable as provided in Section 1-5 of The Code of Florence Arizona for a Class III misdemeanor, and shall be subject to revocation of the entity's business license. Each separate day or part thereof during which any violation of this chapter occurs or continues shall constitute a separate offense, and upon conviction thereof shall be punishable as herein provided.

**Chapter 111 Peddler, Solicitor, Transient Merchant and Street Vendor**

**Sec. 111.01 DEFINITIONS**

A. ***"Peddler and Street Vendor"*** means any person, whether a resident of the Town or not, who goes from house to house, from place to place, or from street to street, conveying or transporting goods, wares or merchandise or offering or exposing the same for sale, or making sales and delivering articles to purchasers.

~~B. — "**Portable sign**" means any sign not permanently affixed to the ground or the structure on the site it occupies.~~

~~C. — "**Sign**" means any device for visual communication that is used to or intended to attract the attention of the public for business or professional purposes, when the display of this device is visible beyond the boundaries of the property upon which the display is located. The term "sign" shall not include any flag or badge or insignia of any government or governmental agency. The term "sign" shall not include the displays or advertising devices in a merchant's window or within the interior of a building.~~

~~D. — "**Solicitor**" means any person, whether a resident of the Town or not, who goes from house to house, from place to place, or from street to street, soliciting or taking or attempting to take orders for sale of goods, wares or merchandise, including magazines, books, periodicals or personal property of any nature whatsoever for future delivery, or for service to be performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such order or whether or not he is collecting advance payments on such orders. Such definition includes any person who, for himself, or for another person, hires, leases, uses or occupies any building, motor vehicle, trailer, structure, tent, railroad box car, boat, hotel or motel room, lodging house, apartment, shop or other place within the Town for the primary purpose of exhibiting samples and taking orders for future delivery.~~

~~E. — "**Structure**" means any object constructed or installed by a person, having a permanent location on the ground.~~

~~F. — "**Temporary sign**" means any sign not intended for permanent display.~~

~~G. — "**Transient merchant**" means any person, whether as owner, agent, consignee or employee, whether a resident of the Town or not, who engages in business of selling and delivery of goods, wares and merchandise within said Town; and who, in furtherance of such business, hires, leases, uses or occupies any approved structures within the Town for the exhibition and sale of such goods, wares and merchandise.~~

~~**Sec. 111.02 License Required.**~~

~~A. — Requirement: It is unlawful for any peddler, street vendor, solicitor or transient merchant to engage in any such business within the Town without first obtaining a license therefore in compliance with the provisions of this Article. All licenses must be paid at the time of application to the Town.~~

~~B. — Prohibited practices:~~

- ~~1. — It is unlawful for any peddler, street vendor, solicitor or transient merchant to make exclusive use of any location on any street, alley, sidewalk or right-of-way for the purpose of selling, delivering or exhibiting goods or merchandise.~~

~~2. It is unlawful for any peddler, street vendor, solicitor or transient merchant to operate in a congested area where such operation impedes or inconveniences the public use of such street, alley, sidewalk or right of way. For the purpose of this Article, the judgment of a police officer, exercised in good faith, creates a rebuttable presumption that the area was congested and the public impeded or inconvenienced.~~

~~3. It is unlawful to conduct business within the town in any structure or area where conducting such business is prohibited by the zoning code of the town or is otherwise prohibited by fire or building code regulations.~~

~~4. It is unlawful to conduct business within a public park without the permission of the Parks and Recreation Director.~~

~~5. It is unlawful for any person to exhibit any copy or facsimile of the original license issued under this Article~~

~~6. The conviction of any person for conducting business without a license, as required under this chapter, shall not excuse or exempt such person from the payment of any license fee or penalty due and unpaid at the time of such conviction.~~

### ~~Sec. 111.03~~ **EXEMPTIONS**

~~The terms of this Article do not include the acts of persons selling personal property at wholesale to dealers in such articles, nor to newsboys, nor to the acts of merchants or their employees in delivering goods in the regular course of business. Nothing contained in this Article prohibits any sale required by statute or by order of any court, or to prevent any person conducting a bona fide auction sale pursuant to law.~~

~~Applicants for a license under this Article shall file with the Finance Director a sworn application in writing on a form to be furnished by the Finance Director which shall give the following information:~~

~~A. Name and physical description of applicant;~~

~~B. Complete permanent home and local address of the applicant and, in the case of a transient merchant, the local address from which proposed sales will be made;~~

~~C.— A brief description of the nature of the business and the goods to be sold.~~

~~D.— If employed, the name and address of the employer, together with credentials from there establishing the exact relationship (no post office box will be accepted);~~

~~E.— The length of time for which the right to do business is desired;~~

~~F.— The source of supply of the goods or property proposed to be sold, or orders taken for the sale thereof, where such goods or products are located at the time said application is filed, and the proposed method of delivery;~~

~~G.— A recent photograph of the applicant which picture shall be approximately two inches by two inches (2" x 2") showing the head and shoulders of the applicant in a clear and distinguishing manner (including any and all helpers);~~

~~H.— A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, other than traffic violations, the nature of the offense and the punishment or penalty assessed therefore;~~

~~I.— The most recent cities or towns, not to exceed three (3), where applicant carried on business immediately preceding the date of application and the address from which such business was conducted in those municipalities; and~~

~~J.— At the time of filing the application, a fee of ten dollars (\$10.00) shall be paid by the applicant to the Finance Director to cover the cost of processing; and~~

~~K.— Description of vehicles, including license numbers to be used in business.~~

#### **~~Sec. 111.04 INVESTIGATION AND ISSUANCE~~**

~~A.— Upon receipt of each application, it shall be referred to the Chief of Police who shall immediately institute such investigation of the applicant's business and moral character as he deems necessary for the protection of the public good. If a fingerprint check is not considered necessary by the Chief of Police, the application shall be endorsed or rejected within seventy two (72) hours. If the Chief of Police deems a fingerprint check necessary, the application shall be endorsed or rejected within fourteen (14) days.~~

~~B.— If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Chief of Police shall endorse on such application his disapproval and his reasons for the same, and return the said application to the Finance Director, who shall notify the applicant that his application is disapproved and that no license will be issued.~~

~~C.— If, as a result of such investigation, the character and business responsibility of the~~



~~applicant are found to be satisfactory, the Chief of Police shall endorse on the application his approval and return the application to the Finance Director who shall, upon payment of the prescribed license fee, deliver to the applicant his license. Such license shall contain the signature of the issuing officer and shall show the name, address and photograph of said licensee, the class of license issued and the kind of goods to be sold hereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such licensed business. Each peddler, solicitor or transient merchant must secure a personal license. No license shall be used at any time by any person other than the one to whom it is issued. The Finance Director shall keep a permanent record of all licenses issued.~~

**Sec. 111.05 FEES**

~~Every applicant for a license under this chapter shall pay the daily fees listed in the Town of Florence Fee Schedule.~~

**Sec. 111.06 EXHIBITION OF LICENSE**

~~Licensees are required to exhibit their original certificate of license at the request of any citizen. Exhibition of any copy or facsimile of the original shall not be considered compliance with this Section.~~

**Sec. 111.07 DUTY OF POLICE TO ENFORCE**

~~It shall be the duty of the police of the Town to require any person peddling, soliciting or canvassing, and who is not known by such officer to be duly licensed, to produce his license and to enforce the provisions of this Article against any person found to be violating the same.~~

**Sec. 111.08 RECORDS**

~~The Chief of Police shall report to the Finance Director all convictions for violations of this Article, and the Finance Director shall maintain a record for each license issued and record the reports of violations therein.~~

**Sec. 111.09 REVOCATION OF LICENSE**

~~A. Licenses issued under the provisions of this Article may be revoked by the Town Manager by issuing a summary order that shall be mailed by certified mail or personally delivered forthwith, for any of the following causes:~~

- ~~1. Fraud, misrepresentation or incorrect statement contained in the application~~

for license;

~~2.— Fraud, misrepresentation or incorrect statement made in the course of carrying on his business as solicitor, canvasser, peddler, transient merchant, itinerant merchant or itinerant vendor;~~

~~3.— Any violation of this Article;~~

~~4.— Conviction of any crime or misdemeanor;~~

~~5.— Conducting the business of peddler, canvasser, solicitor, transient merchant, itinerant merchant or itinerant vendor, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.~~

~~B.— Notice of the hearing for permanent revocation of a license shall be given by the Town Clerk in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least forty-eight (48) hours prior to the date set for hearing, which shall be set no later than seven (7) days following summary revocation. It shall be delivered by a police officer in the same manner as a summons at least forty-eight (48) hours prior to the date set for hearing.~~

#### ~~Sec. 111.10 — APPEAL~~

~~Any person aggrieved, by the action of the Chief of Police or the Finance Director, may appeal to the Town Manager. Such notice of the said complaint shall contain a written statement setting forth fully the grounds for the appeal. The Town Manager shall set a time and place for a hearing on such appeal, and notice of such hearing shall be given to the appellant. Failure to appear on the set date and time will result in dismissal of appeal.~~

#### ~~Sec. 111.11 — REAPPLICATION~~

~~No licensee or company whose license has been revoked or refused shall make further application until at least one (1) year has elapsed since the last previous revocation.~~

-

#### ~~ARTICLE 111.12 — RELIGIOUS AND CHARITABLE ORGANIZATION, EXEMPTION~~

~~A.— Any organization, society, association or corporation desiring to solicit or have solicited in its name money, donations of money or property, or financial assistance of any kind, or desiring to sell or distribute any item of literature or merchandise for which a~~

~~fee is charged or solicited from persons other than members of such organization upon the streets, in office or business buildings, by house to house canvass, or in public places for a charitable, religious, patriotic or philanthropic purpose shall be exempt from the provisions herein and shall not be subject to the provisions provided there is filed a sworn application, in writing, on a form to be furnished by the Finance Director, which shall give the following information:~~

- ~~—1. Tax exempt number for the organization;~~
- ~~—2. Name and purpose of the cause for which permit is sought;~~
- ~~—3. Names and addresses of the officers and directors of the organization;~~
- ~~—4. Information regarding the location, date and hours of operation of the activity;  
and~~
- ~~5. Whether or not any commission, fees, wages or emoluments are to be expended in connection with such solicitation and the amount thereof.~~

~~B. Upon being satisfied that such organization, association or corporation is a religious, charitable, patriotic or philanthropic organization, the Finance Director shall issue a permit without charge to such organization, association or corporation to solicit in the Town. Such organizations, associations or corporations shall furnish all of its members, agents or representatives conducting solicitation, credentials in writing stating the name of the organization, name of agent and purpose of solicitation~~

~~**Sec. 111.99 — PENALTY**~~

~~Any person found to be in violation of this chapter shall be punished as provided in Section 1-5 of The Code of Florence Arizona for a Class III misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that such business is conducted~~

~~Any person found to be in violation of this chapter is to be punished as provided in Section 1-5 of the Code of Florence Arizona for a Class III misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that such business is conducted.~~

~~**Chapter 113: ROADSIDE SALES**~~

~~**Sec. 113.01 DEFINITIONS**~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a~~

different meaning:

~~**Roadside sales** mean the sale of any produce, product or merchandise, other than prepared food, not at a fixed location.~~

~~**Sec. 113.02 LICENSE REQUIRED**~~

~~It shall be unlawful for any person to conduct a roadside sale in the town without first obtaining and maintaining in effect a license.~~

~~**Sec. 113.03 FEES**~~

~~Every applicant for a license under this chapter shall pay the daily fees listed in the Town of Florence Fee Schedule.~~

~~**Sec. 113.04 SPECIAL REQUIREMENTS**~~

- ~~(a) Location. Roadside sales must be set up in one location only at any one time. The roadside sale business shall not repeat the same location more than one in any seven-day period.~~
- ~~(b) Any vendor setting up in any location must obtain permission from the owner of the property they are to occupy prior to the date of doing business. A letter of permission from the owner must be presented along with a phone number of the owner and the tax parcel identification number of the property when applying for a business license.~~
- ~~(c) Seller's identity and authorization. Every person conducting a roadside sale shall carry with him at all times while conducting the business his license, personal identification and the written permission of the property owner for use of the property.~~
- ~~(d) Validity of license; renewal. The license shall be valid for one month, but may be renewed at the request of the licensee so long as the licensee remains in compliance with requirements of this chapter.~~

~~**Sec. 113.99 PENALTY**~~

~~Any person found to be in violation of this chapter shall be punishable as provided in Section 1-5 of The Code of Florence Arizona for a Class III misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that such business is conducted.~~

~~**CHAPTER 114 EDIBLE FOODSTUFFS VENDOR**~~

~~**114.01 DEFINITIONS**~~

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~**Edible foodstuffs vendor** means any person who conducts the business of selling edible foodstuff by foot, cart, wagon, automobile or any other type of conveyance from place to place, from house to house, from street to street or business to business and regulated by the county health department. Edible foodstuffs vendor includes hot dog stands, sandwich wagons, ice cream trucks and similar businesses, but shall not include food producers described in section 9.401.~~

~~**Sec. 114.02 LICENSE REQUIRED**~~

~~It shall be unlawful for any person to conduct a business of edible foodstuffs without first obtaining and maintaining in effect a license.~~

~~**Sec. 114.03 HEALTH DEPARTMENT CERTIFICATE**~~

~~A current Pinal County Health Department Certificate will be required for every food-stuff vendor.~~

~~**Sec. 114.04 FEES**~~

~~Every applicant for a license under this chapter shall pay the daily fees listed in the Town of Florence Fee Schedule.~~

~~**Sec. 114.05 PENALTY**~~

~~Any person found to be in violation of this chapter shall be punishable as provided in Section 1-5 of The Code of Florence Arizona for a Class III misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that such business is conducted.~~

~~**Sec. 114.06 WAIVER OF FEES**~~

~~Fees may be waived if vendor or groups of vendors are included in Special Events section 9.307.~~

**NOW THEREFORE BE IT FUTHER ORDAINED** that a new Chapter 110 be adopted which reads as follows:

**CHAPTER 110. GENERAL PROVISIONS**

### **§ 110.01 PURPOSE AND SCOPE.**

The purpose of this chapter is both regulatory and revenue generating. The regulations are for the protection of the health, safety and welfare of the residents, business owners and visitors of the Town. Regulations found in other chapters of this title, which pertain to specific types of businesses, shall be in addition to those found within this chapter.

### **§ 110.02 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall be used unless the context clearly indicates or requires a different meaning.

#### **CONTRACTOR.**

- (A) Synonymous with the terms ***BUILDER, DUAL LICENSED CONTRACTOR, COMMERCIAL CONTRACTOR*** and ***RESIDENTIAL CONTRACTOR***.
- (B) Any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that, for compensation, undertakes to or offers to undertake to, purports to have the capacity to undertake to, submits a bid or responds to a request for qualification or a request for proposals for construction services to, does himself or herself or by or through others, or directly or indirectly supervises others to:
1. Construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project, development or improvement, or to do any part thereof, including the erection of scaffolding or any other structure or work in connection with the construction
  2. Connect such structure or improvements to utility service lines and metering devices and the sewer line.
  3. Provide mechanical or structural service for any such structure or improvements
- (C) ***CONTRACTOR*** includes subcontractors, specialty contractors, floor covering contractors, landscape contractors and consultants representing themselves as having the ability to supervise or manage a construction project for the benefit of the property owner, including the hiring and firing of specialty contractors, the scheduling of work on the project and the selection and purchasing of construction material.

**SIGN** (temporary or permanent). See Sign Code.

**SOLICITOR.** Any person, individual or corporation, or firm, whether a resident of the Town or not, who travels, or whose agents travel, by foot, automobile or any other type of conveyance, from place to place, from house to house, from street to street or business to business, taking or attempting to take orders for sale of goods, wares, merchandise, edible foodstuffs, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether collecting advance payments on such sales or not; provided that such definition shall include any person or firm who, for themselves or itself, or for another person or firm hires, leases,

uses or occupies any building, structure, tent, shop or any other place within the Town for the sole purpose of exhibiting samples and taking orders for future delivery.

**TRANSIENT MERCHANT, ITINERANT MERCHANT or ITINERANT VENDOR.** Any person, corporate or individual, or firm, whether owner or otherwise, whether a resident of the Town or not, who engages, or whose agents engage, in a temporary business of selling and delivering goods, wares, merchandise, edible foodstuffs or provisions, within the Town, and who in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, public room in a hotel, lodging house, apartment, shop, or any street, alley or other place within the Town for the exhibition and sale of such goods, wares, merchandise and edible foodstuffs, either privately or at public auction. The person or firm so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer or by conducting such transient business in connection with, as a part of, or in the name of any such local dealer, trader, merchant or auctioneer.

## **SOLICITOR REGISTRATION**

### **§ 110.10 REGISTRATION FEES.**

(A) Any person selling goods, wares, merchandise, magazines, or services who goes from house to house without an invitation, or to only one house without an invitation, in the Town shall register with the Town Clerk and obtain an identification card showing such registration.

(B) The peddler's registration/application a fee per Town Fee Schedule.

(C) Any person required to register under this chapter shall pay the appropriate fee.

### **§ 110.11 IDENTIFICATION REQUIRED.**

(A) Applications for registration under the terms of § 110.10 may be required to furnish two satisfactory photographs of the applicant, one to be attached to the applicant's License and the other to be retained by the Police Department. The Chief of Police may require the applicant to file his or her fingerprint identification with the Police Department. The Chief of Police shall, when otherwise permitted and pursuant to A.R.S. § 41-1750 and 5 U.S.C. § 9101 or 42 U.S.C. §§ 14611 *et seq.*, forward those fingerprints accompanied by appropriate fees to the state Department of Public Safety and the Federal Bureau of Investigation for the purpose of seeking criminal history record information on the applicant.

(B) Applicants may be required to furnish to the Police Department a complete description of the product to be sold in the Town, together with information regarding sales methods to be used and references that will enable the Chief of Police to determine whether or not such applicant is qualified to receive a license as provided in § 110.12. Investigation by the Chief of Police under the provisions of this chapter shall be completed within ten business days after the applicant has provided the required information.

**§ 110.12 LICENSE ISSUANCE.**

Licenses shall be issued unless the Chief of Police, or designee, discovers that any such applicant is deemed not to be a proper person to be permitted to go from house to house because of any of the following reasons, in which case, in the interest of public safety and protection, the applicant shall not be registered:

- (A) He or she has a felony criminal record;
  - (B) He or she is associated with a company that has engaged in fraudulent dealings;
- or
- (C) The proposed sales proposition includes some element of trickery, fraud, or deceit.

**§110.13 EXHIBITION OF IDENTIFICATION AND LICENSE.**

Licenses are required to exhibit their Town-issued Identification (ID) and certificate of license at the request of any citizen. The Town Clerk's Office shall issue one license per application. Additional copies may be obtained for an addition fee according the Town of Florence Fee Schedule.

**§ 110.14 LICENSE REVOCATION.**

Licenses under this chapter may be revoked by the TTown at any time if deemed necessary in the interest of public safety and protection.

**PROHIBITIONS AND RESTRICTIONS**

**§ 110.21 SELLING WITHOUT LICENSE.**

- (A) It is unlawful for any person to take part in the act of soliciting, peddling, hawking, selling, or vending of goods, wares, merchandise, magazines, or services from business to business, from house to house, or to only one house in the Town without having registered with the Town Clerk and without having obtained a License, without having such ID and License in possession, or failing to exhibit such ID or License when request is made.
- (B) Any violation of this section shall constitute a Class 1 misdemeanor, punishable as provided in § 10.99(C).

**§ 110.22 SELLING ON STREETS, SIDEWALKS OR IN PARK WITHOUT PERMIT.**

- (A) It is unlawful for any person to erect or maintain any booth, stand, or counter on any park, sidewalk or any right-of-way of the State, County, or Town for the purpose of barter, sale, or trade, or keep or maintain upon the streets or alleys any wagon, cart, wheel, vehicle, movable booth, or stand for the purpose of barter or trade, without obtaining permission of the State, County, or Town and proper permit.
- (B) Any violation of this section shall constitute a Class 1 misdemeanor, punishable as provided in § 10.99(C).

**§ 110.23 SIGNS TO BE OBEYED.**

It is unlawful for any peddler, solicitor, or canvasser in the course of his or her business



to ring the doorbell or knock at any building whereon a sign bearing the words “no peddlers, solicitors, or canvassers” is exposed to public view.

## **BUSINESS LICENSES**

### **§ 110.30 BUSINESS LICENSE REQUIRED.**

- (A) *Purpose.* The purpose of the business license is to provide an additional protection to the citizens and visitors of the Town from fraud and misrepresentation; to ensure that sales tax revenues are reported equitably; and to provide a database of the commercial activities within the community.
- (B) *Requirements.* The Town of Florence requires that every person, firm, corporation, partnership or other business organization occupying real property that is properly zoned within the Town for business purposes shall obtain a business license. In addition, similar businesses which are engaged in business activities within the Town but have no fixed place of business in the Town shall also be required to obtain a business license.
- (C) *Types of business licenses.*  
Business license. A business license shall be required of any person, corporation or partnership based within the Town limits carrying on any trade, calling, profession, occupation or business. In addition, contractors (as defined in § 110.02) conducting business within the Town limits shall also be required to obtain a business license. A business license shall be valid for a period not to exceed one calendar year.
- (D) *Violations.*  
(1) It is unlawful for any person, whether as principal or agent, either for himself or herself or for another person, or for any corporation, or as a member of any firm or co-partnership, to commence practice, transact or carry on any trade, calling, profession, occupation or business within the Town limits without first having procured a business license from the Town.  
(2) The practicing or carrying on of any trade, calling, profession, occupation or business by any person, corporation or partnership without first having procured a license from the Town to do so, or without complying with any and all regulations of such trade, calling, profession, occupation or business, as required by other law or by this subchapter shall constitute a separate violation of this subchapter for each and every day that such trade, calling, profession, occupation or business is practiced, carried on or conducted within the Town
- (E) Food Vendors are required to display County Health Department certificate.
- (F) **Exceptions.**  
The only exceptions to the licensing requirements of this section shall be:  
(1) Non-profit educational institutions, fraternal and service clubs, bona fide religious organizations, and agencies of any federal, state or local governments.  
(2) Non-profit private clubs where a basic membership fee covers the cost of the use of facilities.

- (3) Fund-raising projects of non-profit and bona fide religious organizations, not conducted on a regular basis.
- (4) Rental Units of three or less, if in a Noncommercial Zoning District.
- (5) Sellers of agricultural produce grown within the Town limits by the seller.
- (6) Any hobby or craft sales in which the seller is the creator of a non-paid representative of the creator and for which the gross sales of each hobbyist and craftsperson shall not exceed \$3,000 in any 12-month period.

### **§ 110.31 APPLICATION; ISSUANCE.**

(A) It shall be the duty of the Town Clerk upon receipt of a properly completed application for a business license and verification of the data contained thereon, to prepare and issue a license under this subchapter for every person, corporation or partnership required to pay a license fee hereunder and to state in each license the amount charged for the same, the period of time covered thereby, the name or the person, corporation or partnership for whom issued and the trade, calling, profession, occupation or business licenses and the location or place of business where the trade, calling, profession, occupation or business is to be carried on, transacted or practiced.

(B) In no case shall any mistake made by the Town Clerk in issuing any license or collecting the amount of fee for any license or the amount actually due from any person required to pay for a license as provided herein, prevent, prejudice or stop the Town from collecting the correct amount of fee or charge for any license or the amount actually due from any person required to pay for a license as provided herein, or revoking any license erroneously issued and refunding the fee collected.

(C) No greater or lesser amount of money shall be charged or received by the Town Clerk for any license than is provided for in this subchapter, and no license shall be issued for any period of time other than as provided herein.

(D) All charges for a license required by this subchapter shall be paid in advance and in lawful money of the United States of America at the office of the Town Clerk.

### **§ 110.32 TERM OF LICENSES.**

(A) The renewal charge for annual licenses provided herein shall become due and payable before January 1 of each calendar year and each year thereafter, except that any new license charge shall become due and payable and be paid on or before the day of commencing to carry on, transact or practice the trade, calling, profession, occupation or business for which a license is required by this subchapter.

### **§ 110.33 NUMBER OF LICENSES.**

(A) A separate charge for a license shall be paid for each branch establishment or separate place of business in which any person, corporation or partnership shall carry on, transact or practice a trade, calling, profession, occupation or business.

(B) When more than one trade, calling, profession, occupation or business is carried on, transacted or practiced by the same person, corporation or partnership at one fixed place of business, only one license shall be required and the charge for such license shall be the highest charge applicable to any of the activities, and all activities shall be listed on the license issued.

(C) When more than one trade, calling, profession, occupation or business shall be carried on, transacted or practiced by the same person, corporation or partnership without any fixed place of business, a separate license shall be required and a separate appropriate charge be paid for each activity for which a license is required by this subchapter.

#### **§ 110.34 LICENSE TO BE EXHIBITED.**

(A) Each person, corporation or partnership having a license and having a fixed place of business shall keep the license, while in force, at some conspicuous place or location within the place of business.

(B) Each person, corporation or partnership having a license and having no fixed place of business shall carry such license with them at all times, while engaged in any activity for which the license was issued, except that a person acting for any such corporation, firm or company may carry with them a copy of the license which has been issued by the Town Clerk and plainly marked or stamped "Duplicate."

(C) Each person, corporation or partnership having a license shall produce and exhibit the license whenever requested to do so by any designated officer of the Town or by the Town Clerk.

#### **§ 110.35 DUTIES AND POWERS OF INSPECTORS.**

(A) The Town Clerk's Office, Town Police, Building Official and Fire Marshal are deemed to be the Inspectors for the purpose of this section and subsection.

(B) The inspector of licenses and assistant inspectors, each in the discharge and performance of his or her duties, shall have and exercise the following powers:

(1) To file a complaint for any violation of the provisions of this subchapter with the Municipal Court.

(2) To enter, free of charge and at any reasonable time, any place of business for which a license is required by this subchapter and to demand exhibition of the license for the current period of time from any person, corporation or partnership engaged in carrying on, transacting or practicing any trade, calling, profession, occupation or business at such place of business and, if such person, corporation or partnership shall fail then and there to exhibit such license, such person, corporation or partnership shall be liable for the penalties provided for violation of this subchapter.

(C) Businesses must obtain their business license prior to opening to the public.. When a business fails to obtain a business license, the business will be charged the fee for the business license plus \$10.00 per month, as a penalty, until such time as paid in full for any license required hereunder and the charge shall be considered delinquent. The Town Clerk shall not issue a business license until the charge and penalty shall be paid in full. The fees cannot be waived.

#### **§ 110.36 TRANSFER OF LICENSE.**

No license issued under the provisions of this subchapter shall be assigned or transferred to any other person, corporation or partnership without first obtaining

permission from the Town.

**§ 110.37 PRORATING PROHIBITED.**

The Town shall have a one-time prorated fee for annual business license. Any license obtained after July 1 will be charged half of an annual license. Annual licenses issued after the first of December shall pay the full fee and shall be valid for all of the subsequent year and shall reflect an appropriate expiration date. No other license fee herein provided shall be prorated.

**§ 110.38 PAYMENT OF LICENSE FEES.**

(A) All business license fees shall be paid at the office of the Town Clerk. The licenses shall expire on the last day respectively of December of each year. License renewal fees shall be paid before expiration of the previous license. The Town Clerk may require re-application before renewal, if the Town Clerk determines that there has been a substantial change in the business.

(B) Any business subject to licensing under this chapter, which fails to pay its license fee within the time period specified in division (A) above, shall, in addition to any other penalties imposed for violating the Town Code, be subject to a late penalty fee of \$5 per month in addition to the regular business license fee due and payable.

(C) The purpose of the license fee is to help offset the costs incurred by the Town in processing the application for a license and for the inspection of the premises. The amount of the license fee shall be established from time to time by resolution of the Town Council.

<b><u>Business License Fee Schedule</u></b>	
<b><u>Permit</u></b>	<b><u>Amount</u></b>
<u>Application fee: General</u>	<u>\$10</u>
<u>Application fee: Sexually-Oriented Business (nonrefundable and non-applicable against license fee)</u>	<u>\$100</u>
<u>General business license; other than specified below</u>	<u>\$50</u>
<u>Distillers, brewer or winery's license</u>	<u>\$125</u>
<u>On-sale retailers for all liquor</u>	<u>\$250</u>
<u>On-sale retailers; beer and wine</u>	<u>\$175</u>
<u>Off-sale retailer; beer and wine</u>	<u>\$125</u>
<u>Grocers license; beer and wine</u>	<u>\$175</u>
<u>Restaurant retailer; beer and wine</u>	<u>\$200</u>
<u>On-sale retailers; beer only</u>	<u>\$150</u>
<u>Off-sale retailer; beer only</u>	<u>\$100</u>

<u>Restaurant retailer; beer only</u>	<u>\$175</u>
<u>Off-sale retailer; all spirituous liquor</u>	<u>\$150</u>
<u>Grocers license; all spirituous liquor</u>	<u>\$200</u>
<u>Hotel-motel, restaurant retailer or club; all spirituous liquor</u>	<u>\$250</u>
<u>Bank: capital, surplus and financial institutions undivided profits are:</u>	
<u>Less than \$300,000</u>	<u>\$100</u>
<u>300,000 and over</u>	<u>\$150</u>
<u>Beauty shop, Barber shop and owner of establishment</u>	<u>\$50</u>
<u>Individual Beautician or Barber, or per chair at beauty shop or barber shop</u>	<u>\$25</u>
<u>Hotels, motels, hospitals, rest homes, sanitariums and sanatoriums</u>	<u>\$25</u>
<u>01-10 rooms</u>	<u>\$50</u>
<u>11-50 rooms</u>	<u>\$75</u>
<u>Over 50 rooms</u>	<u>\$100</u>
<b><u>Food Truck</u></b>	
<u>Registration Fee per person (New Fee – will be assessed with fee schedule update)</u>	<u>TBD</u>
<u>Annual Fee (New Fee – will be assessed with fee schedule update)</u>	<u>TBD</u>
<b><u>Temporary Businesses</u></b>	
<u>Registration Fee per person (ID/ Application)</u>	<u>\$ 10</u>
<u>Annual Fee (New Fee – will be assessed with fee schedule update)</u>	<u>TBD</u>
<u>Per Day</u>	<u>\$25</u>
<u>Per month in excess of one month</u>	<u>\$300</u>
<b><u>Medical Marijuana</u></b>	
<u>Annual medical marijuana business license application and investigation fee (business)</u>	<u>\$500</u>

<u>Annual Medical Marijuana License Fee (per employee)</u>	<u>\$250</u>
<u>Annual Medical Marijuana Business License</u>	<u>\$250</u>
<b><u>Article 9.700 Sexually-Oriented Business</u></b>	
<u>Business license</u>	<u>\$500</u>
<u>Employee license</u>	<u>\$100</u>
<b><u>Carnival/Circus</u></b>	
<u>Registration Fee – per employee</u>	<u>\$10</u>
<u>Business License – per event</u>	<u>\$75</u>
<b><u>Other</u></b>	
<u>Late fees per month</u>	<u>\$5</u>

**§110.39 RESTRICTIONS; SUSPENSION; REVOCATION.**

Licenses issued under the provisions of this subchapter may be restricted, suspended or revoked by the Town Clerk, after notice and an opportunity for a hearing, for any of the following causes:

- (A) Fraud, misrepresentation or false statement contained in the application for license.
- (B) Any violation of this subchapter.

**§ 110.41 APPEALS.**

(A) Notice of hearing for restriction, suspension or revocation of a license shall be given in writing, by the Town Clerk, setting forth specifically the grounds for the restrictions, suspension or revocation and the time and place of the hearing. The notice shall be mailed to the licensee at the address listed on the business license application at least ten days prior to the date set for the hearing. The mailing of the notice shall constitute proper notice to the licensee.

(B) Any person aggrieved by the denial of an application for license or by the restrictions placed upon the license or by the suspension or revocation of the license shall have the right to appeal to the Town Manager. The appeal shall be taken by filing with the Town Clerk, within 14 days after the denial, restriction, suspension or revocation, a written statement setting forth fully the grounds for the appeal. The Town Manager shall set a time and a place for hearing of the appeal, and notice of the hearing shall be given to the appellant in the same manner as provided for notice of a hearing on suspension or revocation. The decision and order of the Town Manager on the appeal shall be final.

Code and Ordinances conflicting with “title XI, Chapter 110, §110.50 – 110.95 “Business

Ordinance No. 658-17

Page 25 of 26

Licenses” are hereby repealed.

**110.60 PENALTY.**

(A) Any person found to be in violation of Title XI. Business License regulations shall be punished as provided in § 10.99 for a Class 3 misdemeanor. The conduct of any business in violation of this chapter shall constitute a separate violation for each and every day that the business is conducted.

(Prior Code, Ch. 9, Art. II, § 9-112) (Ord. 351-04, passed 9-7-2004)

**Statutory reference:**

Business licensing and regulation authorized, see A.R.S. § 9-240(B)(18) and (19)

County business and occupation license required, see A.R.S. § 11-1601

**NOW THEREFORE BE IT FURTHER ORDAINED** by the Mayor and Council of the Town of Florence, Arizona. that Title XI Business Regulation of the Town Code as set forth herein shall be and become the new Chapter 110, which shall continue thereafter in full force and effect until further action of the Council.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Florence, Arizona, this \_\_\_\_\_ day of November 2017.

\_\_\_\_\_  
Tara Walter, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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