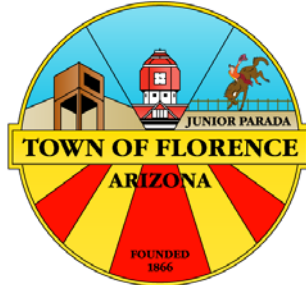


# TOWN OF FLORENCE REGULAR MEETING AGENDA

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](http://www.florenceaz.gov)  
Meet 1<sup>st</sup> and 3<sup>rd</sup> Mondays

**Monday, May 21, 2018**

**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, May 21, 2018, at 6:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

## **1. CALL TO ORDER**

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

## **3. MOMENT OF SILENCE**

## **4. PLEDGE OF ALLEGIANCE**

## **5. CALL TO THE PUBLIC**

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

## **6. PUBLIC HEARING AND PRESENTATIONS**

- a. **Public hearing to receive** citizen comments on the proposed increase in new rates and fees for water, wastewater and sanitation services; and for Discussion/Approval/Disapproval of Resolution No. 1664-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED WATER AND WASTEWATER UTILITIES AND CONTRACTED SANITATION SERVICES, EFFECTIVE JULY 1, 2018. (Joe Jarvis)
- b. **Presentation from Achieve Pinal**, a project of Pinal Alliance for economic growth. (Richard Rosales)

- c. **Presentation by the Florence** Teen Council and highlights of their activities. (David Lewis)
- d. **Presentation of Fiscal Year** 2017-2018 Third Quarter Financial Report. (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 ratify** expenditures in Fiscal Year 2018-2019 and enter into a contract for professional service with HUB Planning and Urban Design, through June 30, 2019, in an amount not to exceed \$52,432.92, for the Planning Division's Code Amendments Project. (Chris Salas)
- b. **Authorization to enter** into a contract with Regional Pavement Maintenance of Arizona, Inc., to mill and replace 2.5" R12 asphalt on Collingwood Street, from Main Street to Orlando Street, in an amount not to exceed \$89,898.23, under Job Order Contract 2014-007, for the City of Buckeye. (Chris Salas)
- c. Approval of the **April 2,** and **April 23, 2018** Town Council Meeting minutes.
- d. Receive and file the following board and commission minutes:
  - i. **April 12, 2018** Arts and Culture Commission minutes
  - ii. **October 25, 2017** and **March 28, 2018** Historic District Advisory Commission minutes
  - iii. **October 26, 2017** Parks and Recreation Advisory Board minutes
  - iv. **March 15, 2018** Planning and Zoning Commission Meeting minutes

**8. NEW BUSINESS**

- a. **Discussion/Approval/Disapproval** to contract with Fortiline, Inc., through a City of Phoenix Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019. (Chris Salas)
- b. **Discussion and Council** direction on the 2018-2019 Preliminary Property Tax Levy. (Joe Jarvis)

**9. MANAGER'S REPORT**

- a. **Town Manager Performance Memorandum**
- b. **Residential Permit Manual**

**10. CALL TO THE PUBLIC**


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

**12. 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 MAY 17, 2018, 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.\*\*\***

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6a.</b>
<b>MEETING DATE:</b> May 21, 2018  <b>DEPARTMENT:</b> Finance, Water, Wastewater, Sanitation  <b>STAFF PRESENTER:</b> Joe Jarvis, Finance Director  <b>SUBJECT:</b> Public hearing and Resolution No. 1664-18: To Increase Rates and Fees for Water, Wastewater and Sanitation Services		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input checked="" type="checkbox"/> <b>Public Hearing</b> <input checked="" type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Open the public hearing to receive citizen comments, close the public hearing and adoption of Resolution No. 1664-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED WATER AND WASTEWATER UTILITIES AND CONTRACTED SANITATION SERVICES, EFFECITVE JULY 1, 2018.

**BACKGROUND/DISCUSSION:**

During 2017, the Town Council selected Dan Jackson, with Willdan Financial Services (Willdan), to complete a rate study of the Town's water and wastewater rates and the Town's ability to pay for maintenance and expansion of the systems. The draft study results are included in the Water and Wastewater Utility Cost of Service Rate and Cost Allocation Study.

In February 2018, the Town of Florence received a letter from Right Away Disposal (RAD), the Town's contractor for sanitation services. The letter requested a Consumer Price Index for Consumer Users (CPI-U) increase on all fees equal to 3.2%. The request is consistent with the contract between the Town and RAD. This is the first time that RAD has requested an increase since the approval of the contract dated March 1, 2013.

The draft study completed by Willdan was presented and discussed with the Town Council at a work session on February 28, 2018. In March 2018, the study was posted in public locations which included the Town's website. The study included three just and reasonable scenarios to increase the water, wastewater and sanitation fees. In addition, the study included a report on and projections of the cash flow of the water and wastewater utilities.

During the work session, the Town Council approved the issuance of a Notice of Intent to increase rates and fees for water, wastewater and sanitation services.

A Notice of Intent and the date and location of this public hearing, as per Arizona Revised Statutes, was advertised in the Florence Reminder & Blade Tribune (March 29, 2018), posted on the Town website as of March 2018, and posted in public locations as of March 2018.

If the rates and fees are amended, then the changes will go into effect 30 days after the adoption of the resolution.

#### **A VOTE OF NO WOULD MEAN:**

The Town of Florence will not collect enough revenue to maintain and expand the water and wastewater systems per the proposed budget and Capital Improvement Plan. In addition, the Town's sanitation fund balance will be used to cover the \$0.33 increase in sanitation fees.

#### **A VOTE OF YES WOULD MEAN:**

The Town of Florence will implement the Scenario selected by the Town Council and collect enough revenue to maintain and expand the water and wastewater systems. The Town will also collect enough revenue to cover the increased cost in sanitation services.

#### **FINANCIAL IMPACT:**

Will vary based upon the selected scenario.

#### **ATTACHMENTS:**

Resolution No. 1664-18  
Presentation

**Resolution No. 1664-18  
Scenario 1**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL  
COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF  
TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED  
WATER AND WASTEWATER UTILITIES AND CONTRACTED  
SANITATION SERVICES, EFFECTIVE JULY 1, 2018**

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

Section 1: That the Fee Schedule of Terms, Rates, Fees and Charges for Town-Owned water and wastewater utilities and contracted sanitation services are hereby amended per Scenario 1 (included below) and adopted to be applicable for the billing of utilities as of July 1, 2018.

Section 2: All fees for Town-Owned water and wastewater utilities and contracted sanitation services previously approved and adopted and not amended or increased by this Resolution remain in effect.

Section 3: All Resolutions or parts of Resolutions in conflict herewith with respect to Scenario 1 are hereby repealed to the extent of such conflict.

Section 4: The various Town officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, this 21<sup>st</sup> day of May 2018.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# Scenario 1

## WATER RATES AND FEES

### Monthly Volume Charge -- Inside Municipality

Customer Category	Effective Date						Units
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 10,000 gallons	\$ 1.59	\$ 1.72	\$ 1.85	\$ 1.97	\$ 2.06	\$ 2.17	1,000 Gallons
10,000 to 18,700 gallons	\$ 2.21	\$ 2.39	\$ 2.58	\$ 2.73	\$ 2.87	\$ 3.01	1,000 Gallons
Over 18,700 gallons	\$ 3.93	\$ 4.24	\$ 4.58	\$ 4.86	\$ 5.10	\$ 5.36	1,000 Gallons
Under 1,337 cubic feet	\$ 1.19	\$ 1.29	\$ 1.38	\$ 1.47	\$ 1.54	\$ 1.62	Cubic Feet
1,337 to 2,500 cubic feet	\$ 1.65	\$ 1.78	\$ 1.93	\$ 2.04	\$ 2.14	\$ 2.25	Cubic Feet
Over 2500 cubic feet	\$ 2.95	\$ 3.18	\$ 3.44	\$ 3.65	\$ 3.83	\$ 4.02	Cubic Feet

### Monthly Volume Charge -- Outside Municipality

Customer Category	Effective Date						Units
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 10,000 gallons	\$ 2.04	\$ 2.20	\$ 2.38	\$ 2.52	\$ 2.65	\$ 2.78	1,000 Gallons
10,000 to 18,700 gallons	\$ 2.83	\$ 3.06	\$ 3.30	\$ 3.50	\$ 3.67	\$ 3.86	1,000 Gallons
Over 18,700 gallons	\$ 5.01	\$ 5.41	\$ 5.84	\$ 6.19	\$ 6.50	\$ 6.83	1,000 Gallons
Under 1,337 cubic feet	\$ 1.53	\$ 1.65	\$ 1.79	\$ 1.89	\$ 1.99	\$ 2.09	Cubic Feet
1,337 to 2,500 cubic feet	\$ 2.12	\$ 2.29	\$ 2.47	\$ 2.62	\$ 2.75	\$ 2.89	Cubic Feet
Over 2500 cubic feet	\$ 3.75	\$ 4.05	\$ 4.37	\$ 4.63	\$ 4.87	\$ 5.11	Cubic Feet

### Monthly Base Charges -- Inside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	\$ 37.24	\$ 40.22	\$ 43.44	\$ 46.04	\$ 48.35	\$ 50.76
1 1/2"	\$ 93.10	\$ 120.64	\$ 130.29	\$ 138.10	\$ 145.01	\$ 152.26
2"	\$ 148.95	\$ 160.87	\$ 173.74	\$ 184.16	\$ 193.37	\$ 203.04
3" Compound	\$ 238.34	\$ 257.41	\$ 278.00	\$ 294.68	\$ 309.41	\$ 324.88
3" Turbine	\$ 260.68	\$ 281.53	\$ 304.06	\$ 322.30	\$ 338.42	\$ 355.34
4" Compound	\$ 372.39	\$ 402.18	\$ 434.36	\$ 460.42	\$ 483.44	\$ 507.61
4" Turbine	\$ 469.21	\$ 506.75	\$ 547.29	\$ 580.12	\$ 609.13	\$ 639.59
6" Compound	\$ 744.78	\$ 804.36	\$ 868.71	\$ 920.83	\$ 966.88	\$ 1,015.22
6" Turbine	\$ 1,042.69	\$ 1,126.11	\$ 1,216.19	\$ 1,289.17	\$ 1,353.62	\$ 1,421.30
8" Turbine	\$ 1,787.47	\$ 1,930.47	\$ 2,084.91	\$ 2,210.00	\$ 2,320.50	\$ 2,436.52
10" Turbine	\$ 2,830.17	\$ 3,056.58	\$ 3,301.11	\$ 3,499.18	\$ 3,674.14	\$ 3,857.84
12" Turbine	\$ 3,723.91	\$ 4,021.82	\$ 4,343.57	\$ 4,604.18	\$ 4,834.39	\$ 5,076.11

### Monthly Base Charges -- Outside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 29.04	\$ 31.36	\$ 33.87	\$ 35.90	\$ 37.70	\$ 39.58
1"	\$ 48.40	\$ 52.27	\$ 56.45	\$ 59.84	\$ 62.83	\$ 65.97
1 1/2"	\$ 121.02	\$ 156.82	\$ 169.36	\$ 179.52	\$ 188.50	\$ 197.92
2"	\$ 193.64	\$ 209.13	\$ 225.86	\$ 239.41	\$ 251.38	\$ 263.95
3" Compound	\$ 309.83	\$ 334.62	\$ 361.39	\$ 383.07	\$ 402.22	\$ 422.33
3" Turbine	\$ 332.17	\$ 358.74	\$ 387.44	\$ 410.69	\$ 431.22	\$ 452.79
4" Compound	\$ 484.11	\$ 522.84	\$ 564.67	\$ 598.55	\$ 628.47	\$ 659.90
4" Turbine	\$ 580.93	\$ 627.40	\$ 677.60	\$ 718.25	\$ 754.17	\$ 791.87
6" Compound	\$ 968.22	\$ 1,045.68	\$ 1,129.33	\$ 1,197.09	\$ 1,256.95	\$ 1,319.79
6" Turbine	\$ 1,266.12	\$ 1,367.41	\$ 1,476.80	\$ 1,565.41	\$ 1,643.68	\$ 1,725.87
8" Turbine	\$ 2,323.71	\$ 2,509.61	\$ 2,710.38	\$ 2,873.00	\$ 3,016.65	\$ 3,167.48
10" Turbine	\$ 3,679.22	\$ 3,973.56	\$ 4,291.44	\$ 4,548.93	\$ 4,776.38	\$ 5,015.19
12" Turbine	\$ 4,572.60	\$ 4,938.41	\$ 5,333.48	\$ 5,653.49	\$ 5,936.16	\$ 6,232.97

Ordinance No. 453-07, Ordinance No. 510-09, Ordinance No. 559-11

## **WASTEWATER RATES AND FEES**

### **Monthly Variable Charges per 1,000 Gallons**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55
Comercial	\$ 4.37	\$ 4.50	\$ 4.64	\$ 4.87	\$ 5.26	\$ 5.57
Institutional	\$ 6.94	\$ 7.15	\$ 7.36	\$ 7.73	\$ 8.35	\$ 8.85
Outside Municipality (Residential)	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55

### **Monthly Variable Charges per 100 Cubic Feet**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15
Comercial	\$ 3.27	\$ 3.37	\$ 3.47	\$ 3.64	\$ 3.93	\$ 4.17
Institutional	\$ 5.19	\$ 5.35	\$ 5.51	\$ 5.78	\$ 6.25	\$ 6.62
Outside Municipality (Residential)	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15

### **Monthly Base Charges**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Comercial	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Institutional	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Outside Municipality (Residential)	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66

**Commercial:** includes, but not limited to office, multi-family, school and government facilities

**Institutional:** includes but not limited to multi-bed, self-contained facilities with or without kitchen

### **Pretreatment Program**

#### **Volume Charges per Excess Pound Treated**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Biochemical Oxygen Demand (BOD)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.10	\$ 1.13
Suspended Solids (TSS)	\$ 0.69	\$ 0.83	\$ 0.86	\$ 0.88	\$ 0.94	\$ 0.97

Effluent Monthly Volume Charges Current 5/1/2018

Per 1,000 Gallons \$0.76 \$2.16\*

\*Based upon the cost of replacing CAGR water with reuse water

Ordinance No. 453-07, Ordinance No. 510-09, Ordinance No. 559-11

## **SANITATION FEES**

### **MONTHLY FEE**

		<b>Effective Date</b>
<b>Customer Category</b>	<b>Existing</b>	<b>7/1/2018</b>
Residential- once a week	\$17	\$17.33

Contract signed March 4, 2013

**Resolution No. 1664-18  
Scenario 2**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL  
COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF  
TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED  
WATER AND WASTEWATER UTILITIES AND CONTRACTED  
SANITATION SERVICES, EFFECTIVE JULY 1, 2018**

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

Section 1: That the Fee Schedule of Terms, Rates, Fees and Charges for Town-Owned water and wastewater utilities and contracted sanitation services are hereby amended per Scenario 2 (included below) and adopted to be applicable for the billing of utilities as of July 1, 2018.

Section 2: All fees for Town-Owned water and wastewater utilities and contracted sanitation services previously approved and adopted and not amended or increased by this Resolution remain in effect.

Section 3: All Resolutions or parts of Resolutions in conflict herewith with respect to Scenario 2 are hereby repealed to the extent of such conflict.

Section 4: The various Town officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, this 21<sup>st</sup> day of May 2018.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

## Scenario 2

### WATER RATES AND FEES

#### Monthly Volume Charge -- Inside Municipality

Customer Category	Effective Date					Units
	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 5,000 gallons	\$ 1.46	\$ 1.57	\$ 1.67	\$ 1.75	\$ 1.84	1,000 Gallons
5,001 to 10,000 gallons	\$ 2.19	\$ 2.37	\$ 2.51	\$ 2.64	\$ 2.77	1,000 Gallons
10,001 to 20,000 gallons	\$ 3.28	\$ 3.55	\$ 3.76	\$ 3.95	\$ 4.14	1,000 Gallons
Over 20,001 gallons	\$ 4.92	\$ 5.32	\$ 5.64	\$ 5.92	\$ 6.22	1,000 Gallons
Under 668 cubic feet	\$ 1.09	\$ 1.18	\$ 1.25	\$ 1.31	\$ 1.38	Cubic Feet
668 to 1,337 cubic feet	\$ 1.64	\$ 1.77	\$ 1.88	\$ 1.97	\$ 2.07	Cubic Feet
1,337 to 2,673 cubic feet	\$ 2.46	\$ 2.65	\$ 2.81	\$ 2.95	\$ 3.10	Cubic Feet
Over 2,673 cubic feet	\$ 3.68	\$ 3.98	\$ 4.22	\$ 4.43	\$ 4.65	Cubic Feet

#### Monthly Volume Charge -- Outside Municipality

Customer Category	Effective Date					Units
	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 5,000 gallons	\$ 1.90	\$ 2.05	\$ 2.17	\$ 2.28	\$ 2.39	1,000 Gallons
5,001 to 10,000 gallons	\$ 2.85	\$ 3.08	\$ 3.26	\$ 3.43	\$ 3.60	1,000 Gallons
10,001 to 20,000 gallons	\$ 4.27	\$ 4.61	\$ 4.89	\$ 5.13	\$ 5.39	1,000 Gallons
Over 20,001 gallons	\$ 6.40	\$ 6.91	\$ 7.33	\$ 7.70	\$ 8.08	1,000 Gallons
Under 668 cubic feet	\$ 1.42	\$ 1.53	\$ 1.62	\$ 1.70	\$ 1.79	Cubic Feet
668 to 1,337 cubic feet	\$ 2.13	\$ 2.30	\$ 2.44	\$ 2.56	\$ 2.69	Cubic Feet
1,337 to 2,673 cubic feet	\$ 3.19	\$ 3.45	\$ 3.65	\$ 3.84	\$ 4.03	Cubic Feet
Over 2,673 cubic feet	\$ 4.79	\$ 5.17	\$ 5.48	\$ 5.76	\$ 6.04	Cubic Feet

#### Monthly Base Charges -- Inside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	\$ 37.24	\$ 40.22	\$ 43.44	\$ 46.04	\$ 48.35	\$ 50.76
1 1/2"	\$ 93.10	\$ 120.64	\$ 130.29	\$ 138.10	\$ 145.01	\$ 152.26
2"	\$ 148.95	\$ 160.87	\$ 173.74	\$ 184.16	\$ 193.37	\$ 203.04
3" Compound	\$ 238.34	\$ 257.41	\$ 278.00	\$ 294.68	\$ 309.41	\$ 324.88
3" Turbine	\$ 260.68	\$ 281.53	\$ 304.06	\$ 322.30	\$ 338.42	\$ 355.34
4" Compound	\$ 372.39	\$ 402.18	\$ 434.36	\$ 460.42	\$ 483.44	\$ 507.61
4" Turbine	\$ 469.21	\$ 506.75	\$ 547.29	\$ 580.12	\$ 609.13	\$ 639.59
6" Compound	\$ 744.78	\$ 804.36	\$ 868.71	\$ 920.83	\$ 966.88	\$ 1,015.22
6" Turbine	\$ 1,042.69	\$ 1,126.11	\$ 1,216.19	\$ 1,289.17	\$ 1,353.62	\$ 1,421.30
8" Turbine	\$ 1,787.47	\$ 1,930.47	\$ 2,084.91	\$ 2,210.00	\$ 2,320.50	\$ 2,436.52
10" Turbine	\$ 2,830.17	\$ 3,056.58	\$ 3,301.11	\$ 3,499.18	\$ 3,674.14	\$ 3,857.84
12" Turbine	\$ 3,723.91	\$ 4,021.82	\$ 4,343.57	\$ 4,604.18	\$ 4,834.39	\$ 5,076.11

#### Monthly Base Charges -- Outside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 29.04	\$ 31.36	\$ 33.87	\$ 35.90	\$ 37.70	\$ 39.58
1"	\$ 48.40	\$ 52.27	\$ 56.45	\$ 59.84	\$ 62.83	\$ 65.97
1 1/2"	\$ 121.02	\$ 156.82	\$ 169.36	\$ 179.52	\$ 188.50	\$ 197.92
2"	\$ 193.64	\$ 209.13	\$ 225.86	\$ 239.41	\$ 251.38	\$ 263.95
3" Compound	\$ 309.83	\$ 334.62	\$ 361.39	\$ 383.07	\$ 402.22	\$ 422.33
3" Turbine	\$ 332.17	\$ 358.74	\$ 387.44	\$ 410.69	\$ 431.22	\$ 452.79
4" Compound	\$ 484.11	\$ 522.84	\$ 564.67	\$ 598.55	\$ 628.47	\$ 659.90
4" Turbine	\$ 580.93	\$ 627.40	\$ 677.60	\$ 718.25	\$ 754.17	\$ 791.87
6" Compound	\$ 968.22	\$ 1,045.68	\$ 1,129.33	\$ 1,197.09	\$ 1,256.95	\$ 1,319.79
6" Turbine	\$ 1,266.12	\$ 1,367.41	\$ 1,476.80	\$ 1,565.41	\$ 1,643.68	\$ 1,725.87
8" Turbine	\$ 2,323.71	\$ 2,509.61	\$ 2,710.38	\$ 2,873.00	\$ 3,016.65	\$ 3,167.48
10" Turbine	\$ 3,679.22	\$ 3,973.56	\$ 4,291.44	\$ 4,548.93	\$ 4,776.38	\$ 5,015.19
12" Turbine	\$ 4,572.60	\$ 4,938.41	\$ 5,333.48	\$ 5,653.49	\$ 5,936.16	\$ 6,232.97

## WASTEWATER RATES AND FEES

### Monthly Variable Charges per 1,000 Gallons

Customer Category	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
Residential/Mobile Homes	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55
Comercial	\$ 4.37	\$ 4.50	\$ 4.64	\$ 4.87	\$ 5.26	\$ 5.57
Institutional	\$ 6.94	\$ 7.15	\$ 7.36	\$ 7.73	\$ 8.35	\$ 8.85
Outside Municipality (Residential)	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55

### Monthly Variable Charges per 100 Cubic Feet

Customer Category	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
Residential/Mobile Homes	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15
Comercial	\$ 3.27	\$ 3.37	\$ 3.47	\$ 3.64	\$ 3.93	\$ 4.17
Institutional	\$ 5.19	\$ 5.35	\$ 5.51	\$ 5.78	\$ 6.25	\$ 6.62
Outside Municipality (Residential)	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15

### Monthly Base Charges

Customer Category	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
Residential/Mobile Homes	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Comercial	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Institutional	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Outside Municipality (Residential)	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66

**Commercial:** includes, but not limited to office, multi-family, school and government facilities

**Institutional:** includes but not limited to multi-bed, self-contained facilities with or without kitchen

### Pretreatment Program

#### Volume Charges per Excess Pound Treated

Customer Category	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
Biochemical Oxygen Demand (BOD)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.10	\$ 1.13
Suspended Solids (TSS)	\$ 0.69	\$ 0.83	\$ 0.86	\$ 0.88	\$ 0.94	\$ 0.97

Effluent Monthly Volume Charges Current 5/1/2018

Per 1,000 Gallons \$0.76 \$2.16\*

\*Based upon the cost of replacing CAGR water with reuse water

Ordinance No. 453-07, Ordinance No. 510-09, Ordinance No. 559-11

## SANITATION FEES

### MONTHLY FEE

		Effective Date
Customer Category	Existing	7/1/2018
Residential- once a week	\$17	\$17.33

Contract signed on March 4, 2013

**Resolution No. 1664-18  
Scenario 3**

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL  
COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF  
TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED  
WATER AND WASTEWATER UTILITIES AND CONTRACTED  
SANITATION SERVICES, EFFECTIVE JULY 1, 2018**

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

Section 1: That the Fee Schedule of Terms, Rates, Fees and Charges for Town-Owned water and wastewater utilities and contracted sanitation services are hereby amended per Scenario 3 (included below) and adopted to be applicable for the billing of utilities as of July 1, 2018.

Section 2: All fees for Town-Owned water and wastewater utilities and contracted sanitation services previously approved and adopted and not amended or increased by this Resolution remain in effect.

Section 3: All Resolutions or parts of Resolutions in conflict herewith with respect to Scenario 3 are hereby repealed to the extent of such conflict.

Section 4: The various Town officers and employees are hereby authorized and directed to perform all acts necessary to give effect to this Resolution.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Florence, Arizona, this 21<sup>st</sup> day of May 2018.

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# Scenario 3

## WATER RATES AND FEES

### Securing Water Future Charge -- Per Month

Customer Category	Effective Date					Units
	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Inside City	\$ 1.50	\$ 1.62	\$ 1.72	\$ 1.80	\$ 1.89	Single Charge
Outside City	\$ 1.95	\$ 2.11	\$ 2.23	\$ 2.34	\$ 2.46	Single Charge

### Monthly Volume Charge -- Inside Municipality

Customer Category	Effective Date					Units
	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 5,000 gallons	\$ 1.46	\$ 1.57	\$ 1.67	\$ 1.75	\$ 1.84	1,000 Gallons
5,001 to 10,000 gallons	\$ 2.19	\$ 2.37	\$ 2.51	\$ 2.64	\$ 2.77	1,000 Gallons
10,001 to 20,000 gallons	\$ 3.28	\$ 3.55	\$ 3.76	\$ 3.95	\$ 4.14	1,000 Gallons
Over 20,001 gallons	\$ 4.92	\$ 5.32	\$ 5.64	\$ 5.92	\$ 6.22	1,000 Gallons
Under 668 cubic feet	\$ 1.09	\$ 1.18	\$ 1.25	\$ 1.31	\$ 1.38	Cubic Feet
668 to 1,337 cubic feet	\$ 1.64	\$ 1.77	\$ 1.88	\$ 1.97	\$ 2.07	Cubic Feet
1,337 to 2,673 cubic feet	\$ 2.46	\$ 2.65	\$ 2.81	\$ 2.95	\$ 3.10	Cubic Feet
Over 2,673 cubic feet	\$ 3.68	\$ 3.98	\$ 4.22	\$ 4.43	\$ 4.65	Cubic Feet

### Monthly Volume Charge -- Outside Municipality

Customer Category	Effective Date					Units
	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022	
Under 5,000 gallons	\$ 1.90	\$ 2.05	\$ 2.17	\$ 2.28	\$ 2.39	1,000 Gallons
5,001 to 10,000 gallons	\$ 2.85	\$ 3.08	\$ 3.26	\$ 3.43	\$ 3.60	1,000 Gallons
10,001 to 20,000 gallons	\$ 4.27	\$ 4.61	\$ 4.89	\$ 5.13	\$ 5.39	1,000 Gallons
Over 20,001 gallons	\$ 6.40	\$ 6.91	\$ 7.33	\$ 7.70	\$ 8.08	1,000 Gallons
Under 668 cubic feet	\$ 1.42	\$ 1.53	\$ 1.62	\$ 1.70	\$ 1.79	Cubic Feet
668 to 1,337 cubic feet	\$ 2.13	\$ 2.30	\$ 2.44	\$ 2.56	\$ 2.69	Cubic Feet
1,337 to 2,673 cubic feet	\$ 3.19	\$ 3.45	\$ 3.65	\$ 3.84	\$ 4.03	Cubic Feet
Over 2,673 cubic feet	\$ 4.79	\$ 5.17	\$ 5.48	\$ 5.76	\$ 6.04	Cubic Feet

### Monthly Base Charges -- Inside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	\$ 37.24	\$ 40.22	\$ 43.44	\$ 46.04	\$ 48.35	\$ 50.76
1 1/2"	\$ 93.10	\$ 120.64	\$ 130.29	\$ 138.10	\$ 145.01	\$ 152.26
2"	\$ 148.95	\$ 160.87	\$ 173.74	\$ 184.16	\$ 193.37	\$ 203.04
3" Compound	\$ 238.34	\$ 257.41	\$ 278.00	\$ 294.68	\$ 309.41	\$ 324.88
3" Turbine	\$ 260.68	\$ 281.53	\$ 304.06	\$ 322.30	\$ 338.42	\$ 355.34
4" Compound	\$ 372.39	\$ 402.18	\$ 434.36	\$ 460.42	\$ 483.44	\$ 507.61
4" Turbine	\$ 469.21	\$ 506.75	\$ 547.29	\$ 580.12	\$ 609.13	\$ 639.59
6" Compound	\$ 744.78	\$ 804.36	\$ 868.71	\$ 920.83	\$ 966.88	\$ 1,015.22
6" Turbine	\$ 1,042.69	\$ 1,126.11	\$ 1,216.19	\$ 1,289.17	\$ 1,353.62	\$ 1,421.30
8" Turbine	\$ 1,787.47	\$ 1,930.47	\$ 2,084.91	\$ 2,210.00	\$ 2,320.50	\$ 2,436.52
10" Turbine	\$ 2,830.17	\$ 3,056.58	\$ 3,301.11	\$ 3,499.18	\$ 3,674.14	\$ 3,857.84
12" Turbine	\$ 3,723.91	\$ 4,021.82	\$ 4,343.57	\$ 4,604.18	\$ 4,834.39	\$ 5,076.11

### Monthly Base Charges -- Outside Municipality

Meter Sizes	Effective Date					
	Current	5/1/2018	4/1/2019	4/1/2020	4/1/2021	4/1/2022
5/8" -- 3/4"	\$ 29.04	\$ 31.36	\$ 33.87	\$ 35.90	\$ 37.70	\$ 39.58
1"	\$ 48.40	\$ 52.27	\$ 56.45	\$ 59.84	\$ 62.83	\$ 65.97
1 1/2"	\$ 121.02	\$ 156.82	\$ 169.36	\$ 179.52	\$ 188.50	\$ 197.92
2"	\$ 193.64	\$ 209.13	\$ 225.86	\$ 239.41	\$ 251.38	\$ 263.95
3" Compound	\$ 309.83	\$ 334.62	\$ 361.39	\$ 383.07	\$ 402.22	\$ 422.33
3" Turbine	\$ 332.17	\$ 358.74	\$ 387.44	\$ 410.69	\$ 431.22	\$ 452.79
4" Compound	\$ 484.11	\$ 522.84	\$ 564.67	\$ 598.55	\$ 628.47	\$ 659.90
4" Turbine	\$ 580.93	\$ 627.40	\$ 677.60	\$ 718.25	\$ 754.17	\$ 791.87
6" Compound	\$ 968.22	\$ 1,045.68	\$ 1,129.33	\$ 1,197.09	\$ 1,256.95	\$ 1,319.79
6" Turbine	\$ 1,266.12	\$ 1,367.41	\$ 1,476.80	\$ 1,565.41	\$ 1,643.68	\$ 1,725.87
8" Turbine	\$ 2,323.71	\$ 2,509.61	\$ 2,710.38	\$ 2,873.00	\$ 3,016.65	\$ 3,167.48
10" Turbine	\$ 3,679.22	\$ 3,973.56	\$ 4,291.44	\$ 4,548.93	\$ 4,776.38	\$ 5,015.19
12" Turbine	\$ 4,572.60	\$ 4,938.41	\$ 5,333.48	\$ 5,653.49	\$ 5,936.16	\$ 6,232.97

Ordinance No. 453-07, Ordinance No. 510-09, Ordinance No. 559-11

## **WASTEWATER RATES AND FEES**

### **Monthly Variable Charges per 1,000 Gallons**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55
Comercial	\$ 4.37	\$ 4.50	\$ 4.64	\$ 4.87	\$ 5.26	\$ 5.57
Institutional	\$ 6.94	\$ 7.15	\$ 7.36	\$ 7.73	\$ 8.35	\$ 8.85
Outside Municipality (Residential)	\$ 4.35	\$ 4.48	\$ 4.61	\$ 4.85	\$ 5.23	\$ 5.55

### **Monthly Variable Charges per 100 Cubic Feet**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15
Comercial	\$ 3.27	\$ 3.37	\$ 3.47	\$ 3.64	\$ 3.93	\$ 4.17
Institutional	\$ 5.19	\$ 5.35	\$ 5.51	\$ 5.78	\$ 6.25	\$ 6.62
Outside Municipality (Residential)	\$ 3.25	\$ 3.35	\$ 3.45	\$ 3.63	\$ 3.91	\$ 4.15

### **Monthly Base Charges**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Residential/Mobile Homes	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Comercial	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Institutional	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Outside Municipality (Residential)	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66

**Commercial:** includes, but not limited to office, multi-family, school and government facilities

**Institutional:** includes but not limited to multi-bed, self-contained facilities with or without kitchen

### **Pretreatment Program**

#### **Volume Charges per Excess Pound Treated**

<b>Customer Category</b>	<b>Effective Date</b>					
	<b>Current</b>	<b>5/1/2018</b>	<b>4/1/2019</b>	<b>4/1/2020</b>	<b>4/1/2021</b>	<b>4/1/2022</b>
Biochemical Oxygen Demand (BOD)	\$ 0.97	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.10	\$ 1.13
Suspended Solids (TSS)	\$ 0.69	\$ 0.83	\$ 0.86	\$ 0.88	\$ 0.94	\$ 0.97

Effluent Monthly Volume Charges Current 5/1/2018

Per 1,000 Gallons \$0.76 \$2.16\*

\*Based upon the cost of replacing CAGR water with reuse water

Ordinance No. 453-07, Ordinance No. 510-09, Ordinance No. 559-11

## **SANITATION FEES**

### **MONTHLY FEE**

<b>Customer Category</b>	<b>Existing</b>	<b>Effective Date</b>
		<b>7/1/2018</b>
Residential- once a week	\$17	\$17.33

Contract approved on March 4, 2013



## **Town of Florence**

# **2018 Water and Wastewater Cost of Service Study and Financial Forecast Public Hearing**

**May 2018**

# Town of Florence Rate Plan History



- ❖ 2009 – Rate Study completed and 5 year rate plan adopted by Council
- ❖ 2011 – Due to significant changes in CIP and growth forecasts, a new Rate Study was commissioned
- ❖ New 5 year plan adopted in 2011 but only partially implemented by Town
- ❖ Town has not adjusted rates since 2014

## Town of Florence Background on Current Rates



- ❖ Town has fairly unique system – some customers charged by 1,000 gallons and others by 100 cubic feet
  - ❖ 100 cubic feet = 748 gallons
  - ❖ Cubic foot and gallon rates are equivalent
- ❖ Town is implementing meter replacement program to eliminate cubic foot meters and automatically read on monthly basis
- ❖ Town is facing many of the same problems that other Arizona communities are addressing -- how to fund increasing costs in a manner that minimizes the impact on ratepayers and their families

# Town of Florence

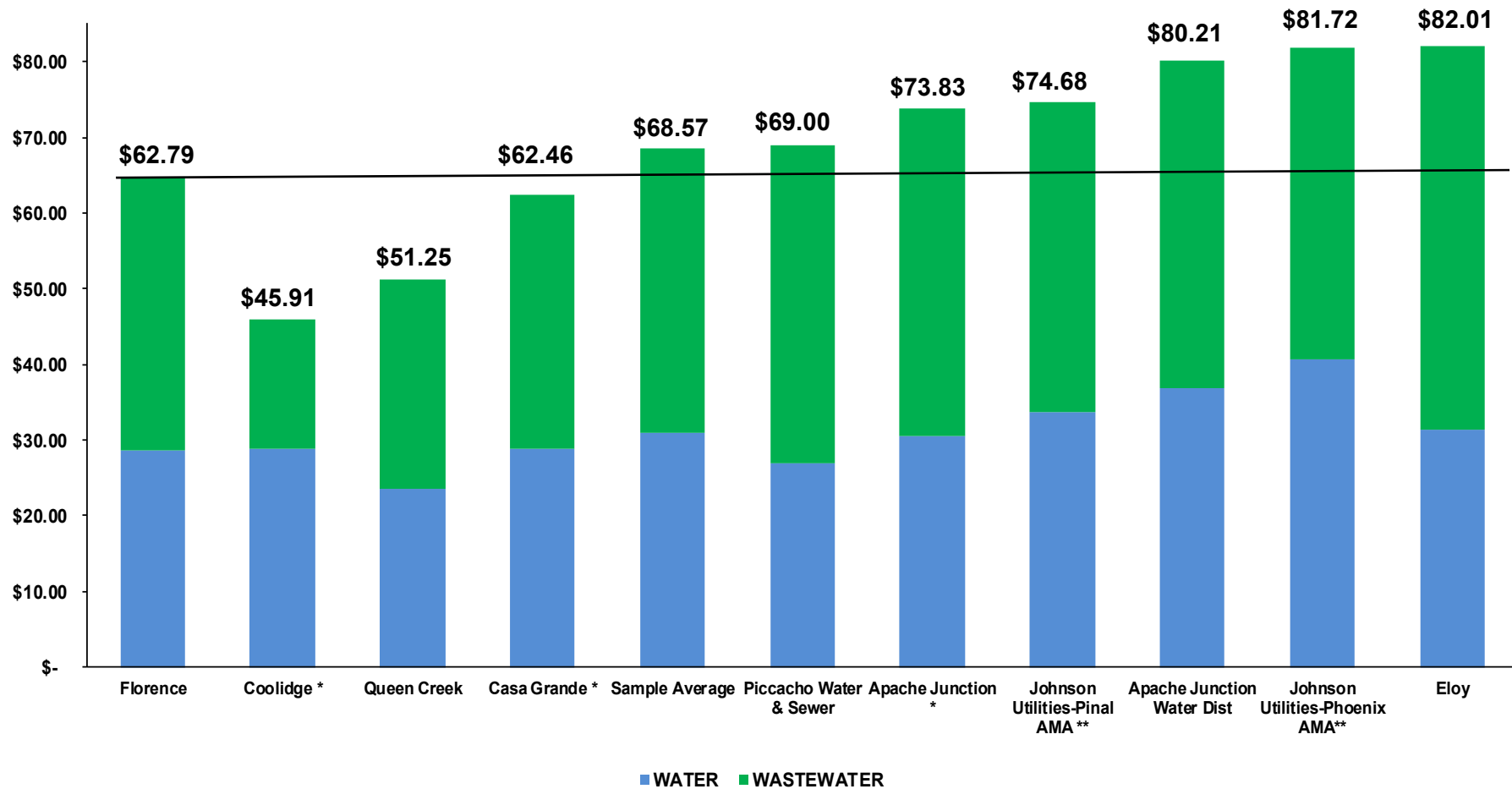
## Current Water Rates – Effective 9/1/2014



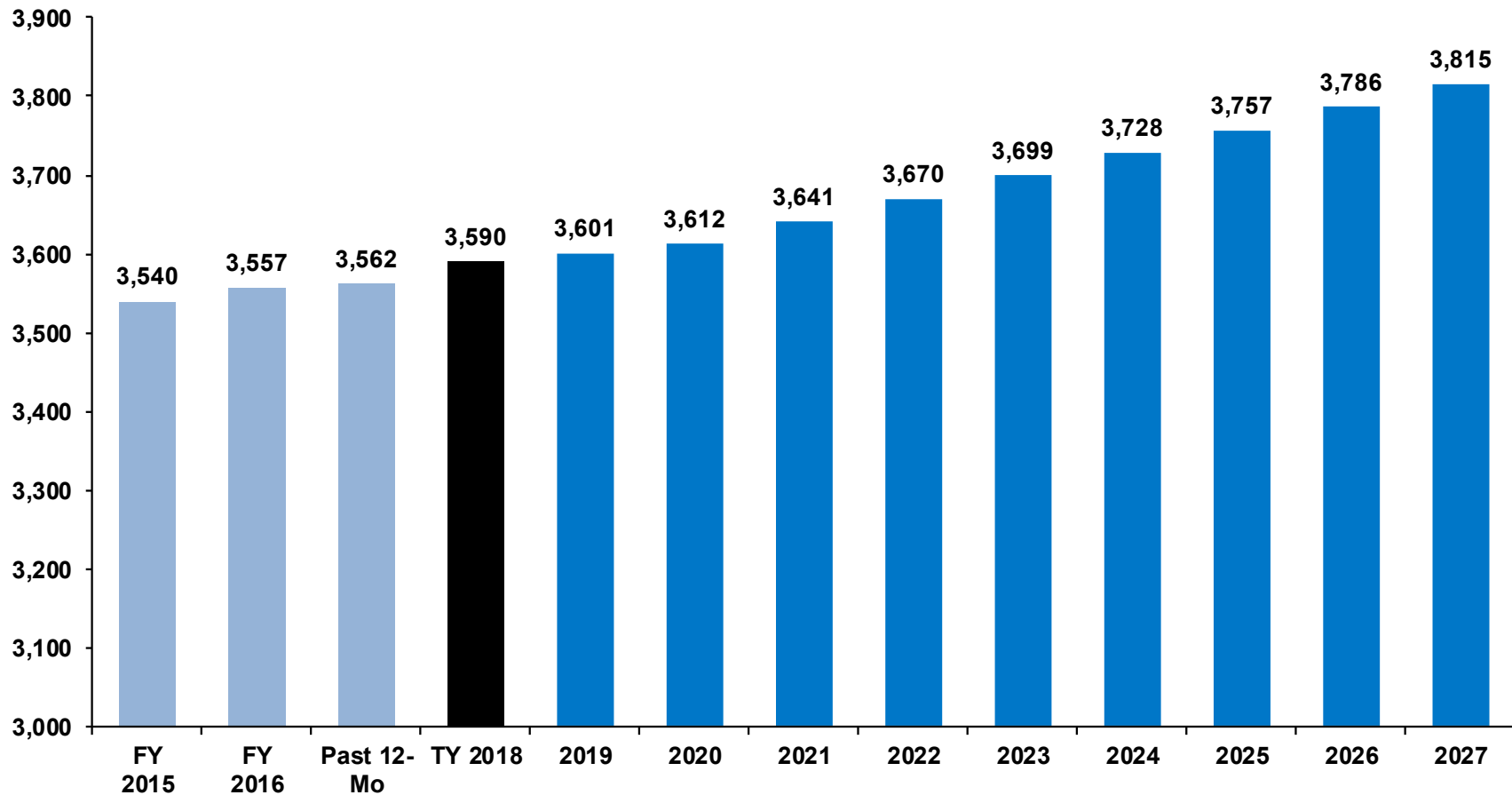
	<b>Inside Municipality</b>	<b>Outside Municipality</b>
<b>Monthly Service Charge:</b>		
5/8" - 3/4"	\$ 22.34	\$ 29.04
1"	37.24	48.40
1 1/2"	93.10	121.02
2"	148.95	193.64
3" Compound	238.34	309.83
3" Turbine	260.68	332.17
<b>Monthly Consumption Rate per 1,000 Gallons/100 Cubic Feet:</b>		
0 - 10,000 gallons	1.59	2.04
10001 to 18,700 gallons	2.21	2.83
Over 18,700 gallons	3.93	5.01
Under 1,337 cubic feet	1.19	1.53
1,337 to 2,500 cubic feet	1.65	2.12
Over 2,500 cubic feet	2.95	3.75



# Monthly Residential Charges 4,000 Gal Water and Wastewater



# Historical and Forecast Water Accounts FY 2015 – FY 2027



# 10 Year Cost of Service Forecast Primary Assumptions



- ❖ Most operating expenses increase 3% per year; some expenses (insurance and energy) increase at higher rates
- ❖ Maintenance costs, personnel levels and other factors likely to remain stable but will be subject to modest cost increases
- ❖ Capital Improvement Plan used reflects extensive review and analysis by Staff
- ❖ No Prison Expansion assumed in next decade



# Capital Expenditures - CIP



- ❖ Capital Expenditures – the long term investments to build, replace and refurbish water and wastewater infrastructure
- ❖ Capital expenditures impact long-term rates in 3 ways:
  - ❖ How much has to be spent
  - ❖ When does it have to be spent
  - ❖ How to finance expenditures – Pay As You Go (PAYGO) vs. long-term debt

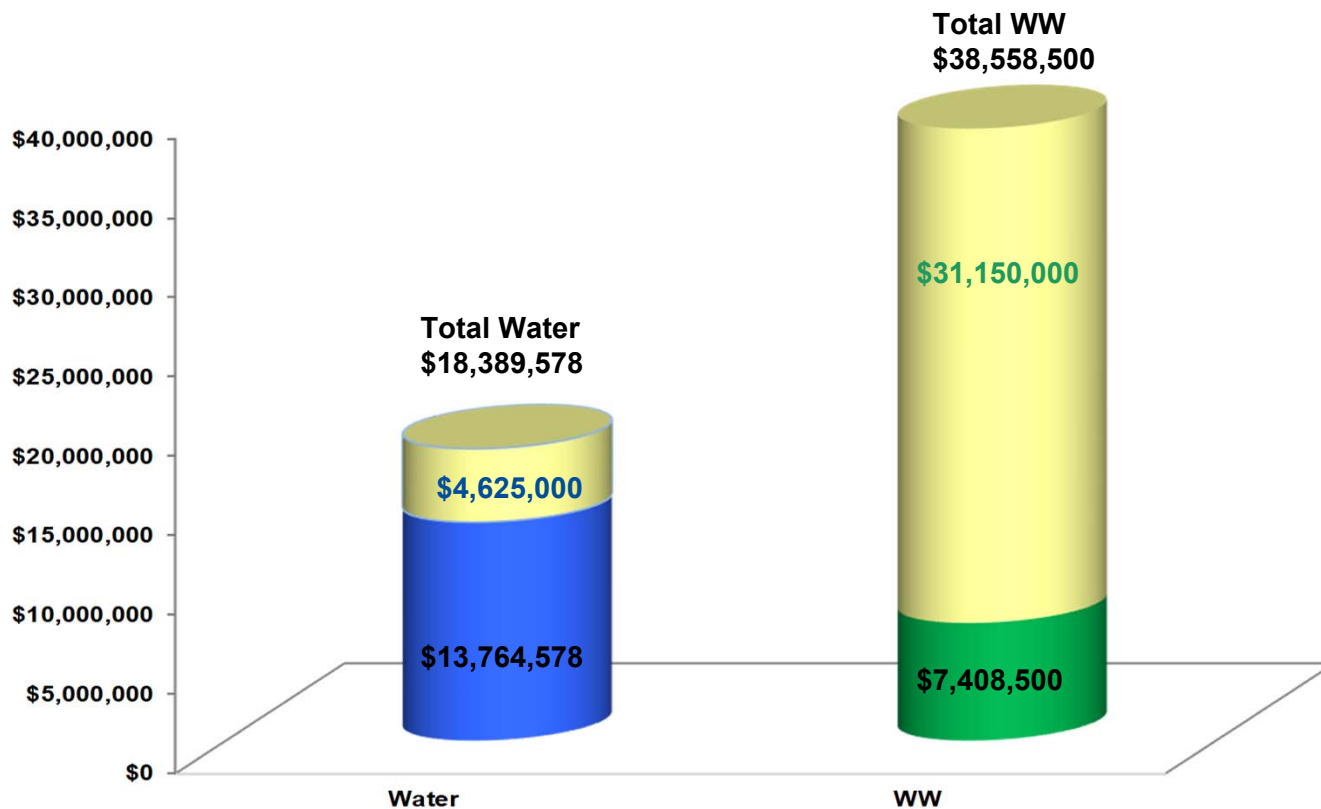


# Total Capital Expenditures 10-Year CIP



**Total 10-Year CIP = \$56,948,078**

**Estimated Development Impact Fee (DIF) Funded = \$35,150,000**



# Water Utility Forecast Cost of Service



	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>WATER Utility</b>										
Operating	\$ 1,901,265	\$ 1,972,425	\$ 2,046,557	\$ 2,124,724	\$ 2,206,097	\$ 2,290,968	\$ 2,379,510	\$ 2,471,900	\$ 2,568,327	\$ 2,668,970
Transfers	461,770	475,623	489,892	504,589	519,726	535,318	551,378	567,919	584,956	602,505
Capital Outlays	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	660,000	1,000,000	1,000,000	276,000
Debt Service										
Current	-	-	-	-	-	-	-	-	-	-
Forecast	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-
<b>Cost of Service</b>	<b>\$ 3,363,035</b>	<b>\$ 3,448,048</b>	<b>\$ 3,536,449</b>	<b>\$ 3,629,312</b>	<b>\$ 3,725,823</b>	<b>\$ 3,826,286</b>	<b>\$ 3,590,887</b>	<b>\$ 4,039,819</b>	<b>\$ 4,153,284</b>	<b>\$ 3,547,475</b>

# Wastewater Utility Forecast Cost of Service



	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
<b>WASTEWATER Utility</b>										
Operating	\$ 2,041,754	\$ 2,124,998	\$ 2,212,367	\$ 2,305,214	\$ 2,402,431	\$ 2,504,248	\$ 2,610,904	\$ 2,722,653	\$ 2,839,765	\$ 2,962,523
Transfers	493,566	508,373	523,624	539,333	555,513	572,178	589,344	607,024	625,235	643,992
Capital Outlays	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	265,000	415,000	315,000	415,000	335,000
Debt Service										
Current	604,491	603,254	604,010	603,757	603,496	842,435	84,653	84,626	84,598	84,569
Forecast	-	-	-	367,909	367,909	367,909	367,909	367,909	367,909	367,909
Total	604,491	603,254	604,010	971,666	971,405	1,210,344	452,562	452,535	452,507	452,478
<b>Cost of Service</b>	<b>\$ 4,139,811</b>	<b>\$ 4,236,626</b>	<b>\$ 4,340,001</b>	<b>\$ 4,816,212</b>	<b>\$ 4,929,349</b>	<b>\$ 4,551,770</b>	<b>\$ 4,067,809</b>	<b>\$ 4,097,212</b>	<b>\$ 4,332,506</b>	<b>\$ 4,393,992</b>

# Rate Design Scenarios



## ❖ Scenario 1: Status Quo

- ❖ Maintain Current Rate Structures

## ❖ Scenario 2: Change Water Rate Tiers

- ❖ Increase Water Tiers from Three to Four:

- ❖ 0 – 5,000 Gallons
- ❖ 5,001 – 10,000 Gallons
- ❖ 10,001 – 20,000 Gallons
- ❖ 20,001 – Above Gallons

## ❖ Scenario 3: Securing Future Water Charge

- ❖ Same Residential Water Rate Tiers as Scenario 2
- ❖ Add Securing Future Water Charge for all customers



# Scenario 1: Status Quo Rate Plan



	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>WATER Rates</b>						
<b>Minimum Charge</b>						
5/8" - 3/4"	\$ 22.34	\$ <b>24.13</b>	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	37.24	<b>40.22</b>	43.44	46.04	48.35	50.76
1 1/2"	93.10	<b>120.64</b>	130.29	138.10	145.01	152.26
2"	148.95	<b>160.87</b>	173.74	184.16	193.37	203.04
3" Compound	238.34	<b>257.41</b>	278.00	294.68	309.41	324.88
3" Turbine	260.68	<b>281.53</b>	304.06	322.30	338.42	355.34
4" Compound	372.39	<b>402.18</b>	434.36	460.42	483.44	507.61
4" Turbine	469.21	<b>506.75</b>	547.29	580.12	609.13	639.59
<b>Volume Charge: Per 1,000 Gallons</b>						
- 10,000	1.59	<b>1.72</b>	1.85	1.97	2.06	2.17
10,001 18,700	2.21	<b>2.39</b>	2.58	2.73	2.87	3.01
18,700 Above	3.93	<b>4.24</b>	4.58	4.86	5.10	5.36
<b>WASTEWATER Rates</b>						
<b>Minimum Charge</b>	\$ 18.55	\$ <b>19.11</b>	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
<b>Volume Charge: Per 1,000 Gallons</b>						
Residential	4.35	<b>4.48</b>	4.61	4.85	5.23	5.55
Commercial	4.37	<b>4.50</b>	4.64	4.87	5.26	5.57
Institutional	6.94	<b>7.15</b>	7.36	7.73	8.35	8.85

# Scenario 1: Status Quo W and WW Residential Rate Impact



	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>Monthly Charges -- 5/8 " x 3/4"</b>						
<b>Gallons</b>						
5,000	\$ 70.59	\$ 74.22	\$ 78.08	\$ 82.34	\$ 87.81	\$ 92.68
		<b>3.63</b>	3.86	4.26	5.46	4.88
10,000	\$ 100.29	\$ 105.21	\$ 110.43	\$ 116.40	\$ 124.29	\$ 131.25
		<b>4.92</b>	5.22	5.97	7.89	6.96
20,000	\$ 168.13	\$ 176.30	\$ 184.97	\$ 194.94	\$ 208.22	\$ 219.90
		<b>8.17</b>	8.67	9.98	13.27	11.68

**For majority of residential ratepayers, impact in first year is \$3.63 or less per month**

## Scenario 2: Change Water Rate Tiers Water Usage Background



- ❖ 5,000 gallons per month represents basic residential water needs; above Town average usage
- ❖ 10,000 gallons per month represents the typical median residential water usage in many utilities across Arizona based on reported usage in the state



## Scenario 2: Change Water Rate Tiers



### ❖ Change usage tiers to the following:

#### ❖ Current Residential Tiers:

- ❖ 0 – 10,000
- ❖ 10,001 – 18,700
- ❖ 18,701 - Above

#### ❖ Proposed Residential Tiers:

- ❖ 0 – 5,000
- ❖ 5,000 – 10,000
- ❖ 10,001 – 20,000
- ❖ 20,001 - Above

**Advantages:** some changes may be seen as more “fair”; more general logic to rate tiers; encourages conservation

**Challenge:** will disproportionately impact certain ratepayers based on usage

# Scenario 2: Change Rate Tiers Water Rate Plan



	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>WATER Rates</b>						
<b>Minimum Charge</b>						
5/8" - 3/4"	\$ 22.34	\$ <b>24.13</b>	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	37.24	<b>40.22</b>	43.44	46.04	48.35	50.76
1 1/2"	93.10	<b>120.64</b>	130.29	138.10	145.01	152.26
2"	148.95	<b>160.87</b>	173.74	184.16	193.37	203.04
3" Compound	238.34	<b>257.41</b>	278.00	294.68	309.41	324.88
3" Turbine	260.68	<b>281.53</b>	304.06	322.30	338.42	355.34
4" Compound	372.39	<b>402.18</b>	434.36	460.42	483.44	507.61
4" Turbine	469.21	<b>506.75</b>	547.29	580.12	609.13	639.59
<b>Volume Charge: Per 1,000 Gallons</b>						
- 5,000	na	<b>1.46</b>	1.57	1.67	1.75	1.84
5,001 10,000	na	<b>2.19</b>	2.37	2.51	2.64	2.77
10,001 20,000	na	<b>3.28</b>	3.55	3.76	3.95	4.14
20,001 Above	na	<b>4.92</b>	5.32	5.64	5.92	6.22
<b>WASTEWATER Rates</b>						
<b>Minimum Charge</b>	\$ 18.55	\$ <b>19.11</b>	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
<b>Volume Charge: Per 1,000 Gallons</b>						
Residential	4.35	<b>4.48</b>	4.61	4.85	5.23	5.55
Commercial	4.37	<b>4.50</b>	4.64	4.87	5.26	5.57
Institutional	6.94	<b>7.15</b>	7.36	7.73	8.35	8.85

# Scenario 1 and Scenario 2 Residential Monthly Charge Impact



		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
Monthly Charges -- 5/8 " x 3/4"							
5,000	Scen 1	70.59	74.22	78.08	82.34	87.81	92.68
	Scen 2	70.59	72.93	76.68	80.86	86.25	91.05
10,000	Scen 1	100.29	105.21	110.43	116.40	124.29	131.25
	Scen 2	100.29	106.29	111.60	117.64	125.59	132.62
20,000	Scen 1	168.13	176.30	184.97	194.94	208.22	219.90
	Scen 2	168.13	183.93	193.21	203.68	217.39	229.53

# Scenario 3: Change Water Rate Tier and Add Securing Future Water Charge



	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>WATER Rates</b>						
<b>Minimum Charge</b>						
5/8" - 3/4"	\$ 22.34	\$ <b>24.13</b>	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	37.24	<b>40.22</b>	43.44	46.04	48.35	50.76
1 1/2"	93.10	<b>120.64</b>	130.29	138.10	145.01	152.26
2"	148.95	<b>160.87</b>	173.74	184.16	193.37	203.04
3" Compound	238.34	<b>257.41</b>	278.00	294.68	309.41	324.88
3" Turbine	260.68	<b>281.53</b>	304.06	322.30	338.42	355.34
4" Compound	372.39	<b>402.18</b>	434.36	460.42	483.44	507.61
4" Turbine	469.21	<b>506.75</b>	547.29	580.12	609.13	639.59
<b>Securing Future Water</b>	-	<b>1.50</b>	1.62	1.72	1.80	1.89
<b>Volume Charge: Per 1,000 Gallons</b>						
- 5,000	na	<b>1.46</b>	1.57	1.67	1.75	1.84
5,001 10,000	na	<b>2.19</b>	2.37	2.51	2.64	2.77
10,001 20,000	na	<b>3.28</b>	3.55	3.76	3.95	4.14
20,001 Above	na	<b>4.92</b>	5.32	5.64	5.92	6.22

NOTE: wastewater charges remain same as Scenario 2

# Scenarios 1, 2 and 3 W and WW Residential Rate Impact



		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>Monthly Charges -- 5/8 " x 3/4"</b>							
<b>Gallons</b>							
5,000	Scen 1	70.59	74.22	78.08	82.34	87.81	92.68
	Scen 2	70.59	72.93	76.68	80.86	86.25	91.05
	Scen 3	70.59	74.43	78.30	82.58	88.05	92.94
10,000	Scen 1	100.29	105.21	110.43	116.40	124.29	131.25
	Scen 2	100.29	106.29	111.60	117.64	125.59	132.62
	Scen 3	100.29	107.79	113.22	119.35	127.39	134.51
20,000	Scen 1	168.13	176.30	184.97	194.94	208.22	219.90
	Scen 2	168.13	183.93	193.21	203.68	217.39	229.53
	Scen 3	168.13	185.43	194.83	205.40	219.19	231.42

## Reuse Water Cost of Service



	2018	2019	2020	2021	2022
Treatment Cost of Service	\$ 2,386,330	\$ 2,460,488	\$ 2,540,504	\$ 3,420,849	\$ 3,507,817
Forecast WW Effluent	573,519,458	574,695,506	575,871,554	577,047,602	578,223,650
<b>Cost/1,000 Gallons</b>	<b>\$ 4.16</b>	<b>\$ 4.28</b>	<b>\$ 4.41</b>	<b>\$ 5.93</b>	<b>\$ 6.07</b>

- Amount to charge customer should be based on the **economic benefit** of replacing the cost of CAGR water with reuse water:

### CAGR Water Cost -- Pinal County

Per Acre Foot	\$ 704
Per 1,000 Gallons	\$ 2.16

# Presentation Summary



- ❖ Rate plans are not just financial decisions – they are social, community and political decisions as well
- ❖ Proposed rate plans will enable Town to pay increased costs, fund needed capital improvements and invest in the future of the Town
- ❖ All Scenarios are revenue neutral
- ❖ Combined water and wastewater rate impact on most ratepayers = \$3 - 4 per month each year



# Appendix

# Scenario Comparison Including 4,000 Gallons



		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
<b>Monthly Charges -- 5/8 " x 3/4"</b>							
<b>Gallons</b>							
4,000	Scen 1	\$ 64.65	\$ 68.02	\$ 71.62	\$ 75.53	\$ 80.51	\$ 84.97
	Scen 2	64.65	66.99	70.50	74.34	79.26	83.66
	Scen 3	64.65	68.49	72.12	76.06	81.07	85.55
5,000	Scen 1	70.59	74.22	78.08	82.34	87.81	92.68
	Scen 2	70.59	72.93	76.68	80.86	86.25	91.05
	Scen 3	70.59	74.43	78.30	82.58	88.05	92.94
10,000	Scen 1	100.29	105.21	110.43	116.40	124.29	131.25
	Scen 2	100.29	106.29	111.60	117.64	125.59	132.62
	Scen 3	100.29	107.79	113.22	119.35	127.39	134.51
20,000	Scen 1	168.13	176.30	184.97	194.94	208.22	219.90
	Scen 2	168.13	183.93	193.21	203.68	217.39	229.53
	Scen 3	168.13	185.43	194.83	205.40	219.19	231.42

# Securing Future Water Charge



- Town of Florence is within Pinal County’s “active management area”
  - Goal: to balance the development of water resources for future needs while preserving future water supplies
- When Town requires additional supplies, in addition to the capital and development costs it incurs, it must pay fees to CAGRD for the privilege of extracting groundwater
- Purpose of Securing Future Water Charge – to fund these costs and enable ratepayers to understand the economic cost of water resources

# Comparison to 2011 Rate Study



		Effective May 2018				2011 Rate Study
		Current	Scen 1	Scen 2	Scen 3	2018 Rates
<b>WATER Rates</b>						
Minimum Charge						
5/8" - 3/4"		\$ 22.34	\$ 24.13	\$ 24.13	\$ 24.13	\$ 27.16
1"		37.24	40.22	40.22	40.22	45.27
1 1/2"		93.10	120.64	120.64	120.64	181.05
2"		148.95	160.87	160.87	160.87	289.69
Securing Future Water Chg		-	-	-	1.50	-
Volume Charge: Per 1,000 Gallons						
-	5,000	1.59	1.72	1.46	1.46	1.94
5,001	10,000	1.59	1.72	2.19	2.19	1.94
10,001	18,700	2.21	2.39	3.28	3.28	2.69
18,701	20,000	3.93	4.24	3.28	3.28	4.77
20,001	Above	3.93	4.24	4.92	4.92	4.77
<b>WASTEWATER Rates</b>						
Minimum Charge		\$ 18.55	19.11	19.11	19.11	23.72
Volume Charge: Per 1,000 Gallons						
	Residential	4.35	4.48	4.48	4.48	5.55
	Commercial	4.37	4.50	4.50	4.50	5.58
	Institutional	6.94	7.15	7.15	7.15	8.72



A PROJECT OF PINAL ALLIANCE FOR ECONOMIC GROWTH

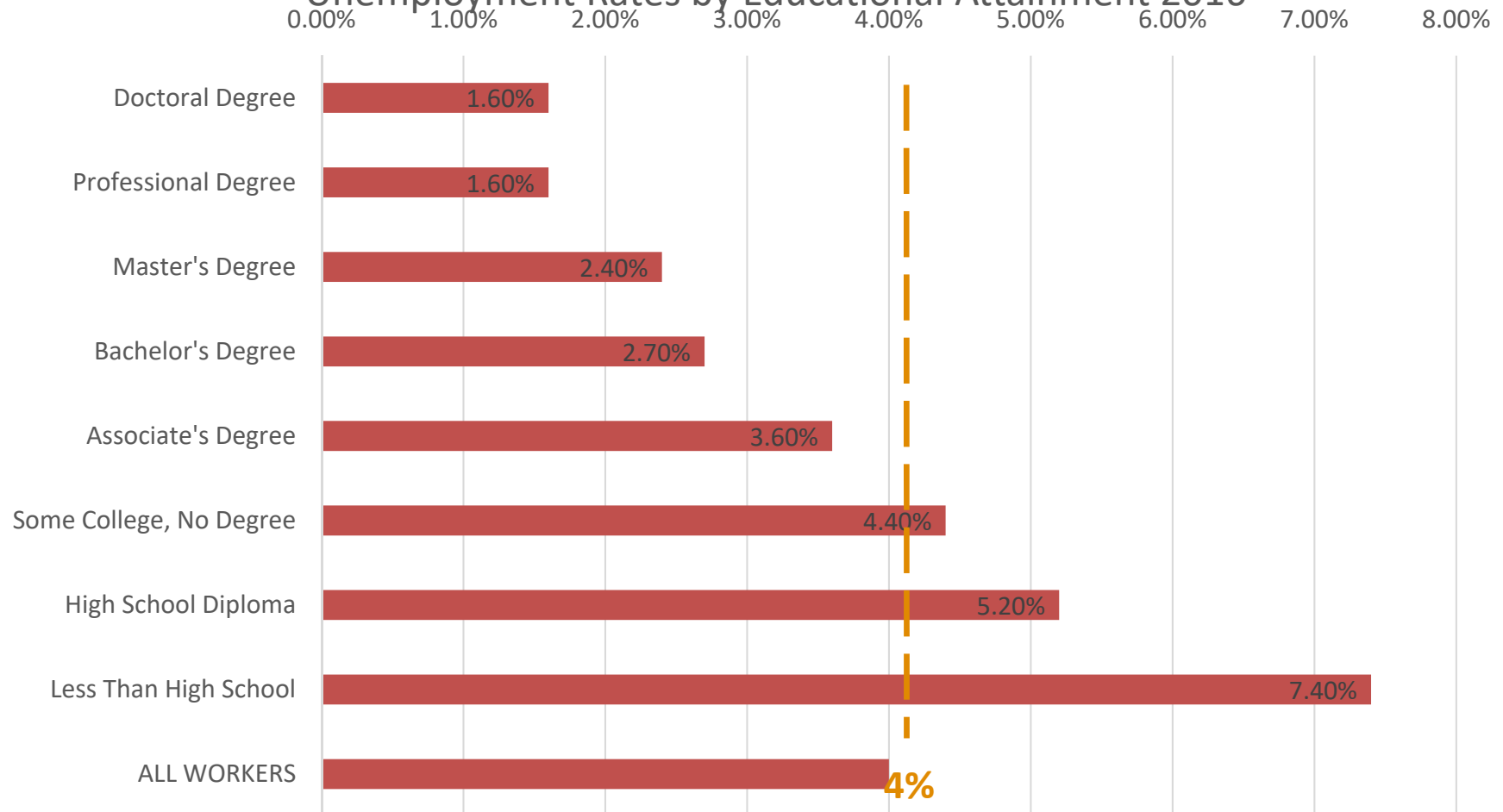
**Ensuring Arizona's Workforce  
Competitiveness Through the  
Power of Education**

**Achieve Pinal is a project of Pinal Alliance for Economic Growth and is a regional grassroots effort dedicated to working with education, government, business and other interested community partners to develop a competitive workforce for future jobs by improving educational attainment in Pinal County.**

### **The Statewide Goal**

**60 percent of Arizona adults age 25 to 64 with a professional certificate or college degree by 2030**

## Unemployment Rates by Educational Attainment 2016



Note: Data are for persons age 25 and over. Earnings are for full-time wage and salary workers.  
Source: U.S. Bureau of Labor Statistics, Current Population Survey.

**By the time today's preschoolers  
complete high school,**

**7 OUT OF EVERY 10 JOBS**

**are going to require some form of**

**HIGHER EDUCATION**

# Arizona Education Progress Meter

## Current Statistics for Pinal County

<b>N/A</b>	<b>34%</b>	<b>21%</b>	<b>72%</b>
<b>Goal 45%</b>	<b>Goal 72%</b>	<b>Goal 69%</b>	<b>Goal 90%</b>
Quality Early Learning	Third Grade Reading	Eighth Grade Math	High School Graduation Rate

# Arizona Education Progress Meter

Current Statistics for Pinal County

<b>23%</b>  Goal 7%	<b>49%</b>  Goal 70%	<b>29%</b>  Goal 60%	Arizona Ranks <b>50</b> 2022 Goal – Reach National Median
Opportunity Youth	Post High School Enrollment	Attainment	Teacher Pay


# What can you do to help?

- \* Issue a proclamation
- \* Review your local data
- \* Set goals for your community
- \* Use the Education Progress Meter
- \* Celebrate success stories
- \* Link to the Education Progress meter from your website

# Education Evaluator

To find your school's specific data,  
visit:

**[www.expectmorearizona.org](http://www.expectmorearizona.org)**

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 6c.</b>
<b>MEETING DATE:</b> May 21, 2018  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> David Lewis, Recreation Leader  <b>SUBJECT:</b> Florence Teen Council Update		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input 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 checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Presentation by the Florence Teen Council and highlights of their activities.

**BACKGROUND/DISCUSSION:**

The Florence Teen Council (FTC), led by Mr. Kim “Koko” Hunter and David Lewis, are wrapping up the second half of the school-year and the FTC members would like to share their experiences with the Town Council.

**A VOTE OF NO WOULD MEAN:**

Not Applicable

**A VOTE OF YES WOULD MEAN:**

Not Applicable

**FINANCIAL IMPACT:**

Not Applicable

**ATTACHMENTS:**

None

# FY 2017-2018

THIRD QUARTER RESULTS AND FORECAST FOR THE  
REST OF THE YEAR

# Overview

Forecast is based on data as of March 31, 2018

## Audited results of FY16-17

TITLE	TYPE	BUDGET	PROJECTED	ACTUAL	BALANCE
General	Revenue Expense	\$14,784,648 \$14,717,584	\$15,587,418 \$14,018,353	\$15,684,335 \$14,518,229	\$1,166,106
HURF	Revenue Expense	\$8,049,977 \$6,922,874	\$2,283,942 \$3,201,981	\$3,488,488 \$4,077,120	-\$588,632
Water	Revenue Expense	\$2,717,550 \$4,294,882	\$2,810,398 \$2,723,796	\$3,013,024 \$1,890,081	\$1,122,943
Sewer	Revenue Expense	\$3,981,856 \$5,229,218	\$4,126,504 \$2,789,184	\$4,226,586 \$2,624,615	\$1,601,971
Sanitation	Revenue Expense	\$922,250 \$900,487	\$839,688 \$965,771	\$823,814 \$937,290	-\$113,476

# General Fund-Revenue

Focused on 6 revenue sources that make up 77% of the revenue to develop a trend analysis

- City Sales Tax
- Property Taxes
- Building Permits
- State Shared Sales Tax
- State Shared Income Tax
- Auto License Tax

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

Property values have increased within the Town

## General Fund- Revenue FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>3/31/2018</b>	<b>FORECAST</b>
City Sales Tax	\$2,700,000	\$1,985,485	\$2,700,000
Property Tax	\$957,589	\$646,693	\$957,589
Building Permits	\$475,000	\$469,832	\$771,135
State Sales Tax	\$2,417,705	\$1,720,252	\$2,667,057
State Income Tax	\$3,192,630	\$2,128,650	\$3,192,630
Auto License Tax	\$1,440,710	\$1,021,835	\$1,525,127

# General Fund-Expense FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>3/31/2018</b>	<b>FORECAST</b>
General Fund	\$14,582,492	\$9,787,421	\$13,704,602

## Other Funds-Major Revenue FY17-18


<b>TITLE</b>	<b>BUDGET</b>	<b>3/31/2018</b>	<b>FORECAST</b>
General Capital Fund	\$1,200,000	\$606,506	\$1,540,098
Streets Fund	\$3,006,882	\$2,052,889	\$3,220,965
Construction Tax	\$130,000	\$52,730	\$131,826
Water Fund	\$2,550,000	\$1,801,754	\$2,776,629
Sewer Fund	\$3,950,612	\$2,342,502	\$3,541,424
Sanitation Fund	\$756,037	\$560,897	\$854,773

## Other Funds-Expenses FY17-18

<b>TITLE</b>	<b>BUDGET</b>	<b>3/31/2018</b>	<b>FORECAST</b>
General Capital Fund	\$417,278	\$70,167	\$194,416
Streets Fund	\$7,575,949	\$1,944,386	\$3,186,048
Construction Tax	\$0	\$0	\$0
Water Fund	\$5,123,036	\$1,823,454	\$2,597,259
Sewer Fund	\$4,659,499	\$2,489,442	\$3,289,970
Sanitation Fund	\$917,633	\$611,167	\$885,702

Questions?



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7a.</b>
<b>MEETING DATE:</b> May 21, 2018  <b>DEPARTMENT:</b> Development Services Department Planning Division  <b>STAFF PRESENTER:</b> Christopher A. Salas, Development Services Director /Town Engineer  <b>SUBJECT:</b> Ratification and acceptance of a contract of the expenditure with HUB Planning and Urban Design, to provide interim planning and continued support in the Planning Division projects.		<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> <div style="margin-left: 20px;"> <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> </div> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to ratify expenditures in Fiscal Year 2017-2018 and enter into a contract for professional service with HUB Planning and Urban Design, through June 30, 2019, in an amount not to exceed \$52,432.92, for the Planning Division's Code Amendments Project.

**BACKGROUND/DISCUSSION:**

In October 23, 2017, the Town began utilizing the professional services of HUB Planning and Urban Design. The approved professional service contract was for \$24,900 (actual spent through April 30<sup>th</sup> is \$22,932.92) to act as the Interim Planning Manager. These services were required due to the resignation of both the Planning Manager and Planner. Since that time, the Development Services Department, Planning Division, has hired a new Planning Manager and Planner; however, HUB Planning and Urban Design Services, are still required to assist the Planning Manager with Code amendments.

Ratification of the Fiscal Year 2017-2018 expenditure is necessary because the amount will exceed the Town Manager authority level before the end of the fiscal year. The total authorized amount includes all expenditures from October 23, 2017, through June 30, 2019, in an amount not to exceed \$52,432.92.

**A VOTE OF NO WOULD MEAN:**

A vote of no would mean that staff will continue to work on code update between planning cases, issues requiring customer service, and basic day-to-day operations. Vital codes (sign, parking, etc.). will be delayed.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would mean Code amendments would be completed quicker.

**FINANCIAL IMPACT:**

\$22,932.92 amount spent from the original PO as of April 30, 2018  
\$ 6,500.00 additional amount requested May 1, 2018 – June 30, 2018  
\$23,000.00 Code amendment project July 2, 2018 – June 30, 2019  
**\$52,432.92 Total expenditure HUB Planning and Urban Design**

**ATTACHMENTS:**

Professional Services Contract  
Exhibit A - Scope of Work  
October 23, 2017 Professional Service Contract

**TOWN OF FLORENCE  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of May 21, 2018 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and HUB Planning and Urban Design, LLC ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

**RECITALS**

**WHEREAS**, the Town desires to Contract for Development Services Management Support and Consulting Services, Project and Program Management (PM) Services as specified in Exhibit A ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested services;

**WHEREAS**, Contractor has agreed to perform the services as set forth in Exhibit A attached hereto and incorporated herein;

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit A and as set forth in individual Task Orders (the "Services"). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit A, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit A, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit A, and any Task Order.

### **3.2 Termination**

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2019. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and

effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

#### **4.0 GENERAL TERMS**

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

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

#### **4.7 Records and Audit Rights**

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the

court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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**").

4.12.3 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.

4.12.4 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.

4.12.5 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 verifications performed.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:     HUB Planning and Urban Design  
  Dana Burkhardt  
  4102 E. Lewis Avenue  
  Phoenix, AZ 85008

In the case of Town:            Town of Florence  
  775 N, Main Street  
  PO Box 2670  
  Florence, AZ 85132  
  Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit A and consents to the use of that sub-consultant.

#### 4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### 4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.22.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.22.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.22.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR

to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.22.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.23 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.24 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.25 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.26 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives,

offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

#### 5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

## 6.0 SEVERABILITY AND AUTHORITY

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 21st day of May, 2018.

TOWN OF FLORENCE

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

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

Name: \_\_\_\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

Name: \_\_\_\_\_

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

## **EXHIBIT A SCOPE OF SERVICES**

CONTRACTOR shall provide the following land planning services for, and on behalf of the TOWN:

### **LAND PLANNING CONSULTING SERVICES:**

CONTRACTOR shall provide part-time Current and Long-Range Town Planning support for TOWN in the capacity of "Town Planning Consultant", subject to terms and conditions of the executed Professional Services Contract.

CONTRACTOR shall fulfill the responsibilities, as delegated by the Planning Manager, to assist the Town of Florence in addressing the various land use and growth-related issues currently experienced by TOWN and which are expected to increase in the coming months.

The Scope of Services provided by CONTRACTOR includes and shall not be limited to the following town planning activities as requested by the Town Manager or his designee:

- Development / Land Use Project Plan Review
- Architectural and Site Design Review
- Construction Document Review
- Code Research and Policy Development
- Land Use Research and Analysis
- Applicant and Customer Service Support
- Assist with updates to the Town of Florence Development Code

All services provided shall comply with the codes, policies and procedures as interpreted by CONTRACTOR and/or as customarily applied by the TOWN.

## **TOWN OF FLORENCE PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("**Contract**"), is made and entered into as of October 23, 2017 ("Effective Date"), and is by and between the Town of Florence, a municipal corporation of the State of Arizona ("**Town**"), and HUB Planning and Urban Design, LLC ("**Contractor**"). The Town and the Contractor may be referred to in the Contract collectively as the "parties" and each individually as a "party".

### **RECITALS**

**WHEREAS**, the Town desires to contract for municipal planning consulting services by an AICP professional, including plan review, design review, construction document review, code development and land use research and analysis as specified in **Exhibit "A"** ("**Scope of Work**" or "**Services**");

**WHEREAS**, Contractor is duly qualified to perform the requested Services;

**WHEREAS**, Contractor has agreed to perform the Services as set forth in **Exhibit "A"** attached hereto and incorporated herein;

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

### **AGREEMENTS**

#### **1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in **Exhibit "A"** (the "Services"). This Contract includes this agreement, including any attachments.

#### 1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Development Services Director or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

## **2.0 TOTAL FEES, RATES AND PAYMENTS**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice by the Town. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as described in **Exhibit "A"**. Contractor's pricing shall be consistent with **Exhibit "A"** and shall not exceed **\$24,999.00**.

2.2 Rates. Contractor's fee structure shall be based upon hourly rates for all planners, unless otherwise specified. Contractor shall record time expended on an hourly basis. Contractor's hourly rates for the Services shall be \$50/hour. Travel time for Contractor between Phoenix, AZ and Florence, AZ two working days per week and directly related transportation expenses shall be considered out-of-pocket expenses that will be itemized and billed to the Town for reimbursement.

2.3 Payment Approval. Amounts set forth in Section 1.1, 2.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town.

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as **Exhibit "A"**.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the Services performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end

of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through satisfactory completion of the Services and acceptance of the Services by the Town. Time is of the essence to the terms of this Contract.

#### **4.0 GENERAL TERMS**

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

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Town Manager. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

#### **4.7 Records and Audit Rights**

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Service, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written agreement between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an independent contractor, not an employee, or agent of the Town. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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.

4.12.7 The provisions of this section must be included in any agreement 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: HUB Planning and Urban Design, LLC  
Dana R. Burkhardt, Managing Member  
4102 E. Lewis Ave.  
Phoenix, AZ 85008

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

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

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's Services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the Services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional subcontractors as may be required for the timely completion of this Contract. The addition of any subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in **Exhibit "A"** (if any) and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorneys' fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or Services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor's employees.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way

to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### 4.21 Changes in the Services.

4.21.1 The Town may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Services, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town Manager.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

#### 4.22 Reserved.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "**neutral**"), seeking assistance in such regard if they have been unable to agree upon such appointment within forty (40) days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("**ADR**") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time if the parties have been unable to agree on any of such matters within twenty (20) days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's Services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's Services hereunder, and the Contractor shall be entitled to use and rely upon all such information and

services provided by the Town or others in performing the Contractor's Services under this Contract.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The Services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

4.28 Prohibited Boycott. Pursuant to A.R.S. 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.

## **5.0 RESERVED.**

## **6.0 SEVERABILITY AND AUTHORITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Town Manager has hereunto subscribed his name this 23 day of October, 2017.

TOWN OF FLORENCE

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


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

Name: Brent Billingsley

Its: Town Manager

ATTEST:

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

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

By: Dana Burkhardt

Name: Principal

Its: Sole Proprietor / Manager

Approved as Form:

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

**Exhibit "A"**  
**Scope of Work/Services**

**EXHIBIT A**  
**SCOPE OF SERVICES**

CONTRACTOR shall provide the following land planning services for, and on behalf of the TOWN:

**LAND PLANNING CONSULTING SERVICES:**


CONTRACTOR shall provide part-time Current and Long Range Town Planning support for TOWN in the capacity of "Interim Planning Manager", subject to terms and conditions of the executed Professional Services Contract.

CONTRACTOR shall fulfill the Planning Manager position on an interim basis to assist the Town of Florence in addressing the various growth-related issues currently experienced by TOWN and which are expected to increase in the coming months.

The Scope of Services provided by CONTRACTOR includes and shall not be limited to the following Town planning activities as requested by the Town Manager or his designee:

- Development / Land Use Project Plan Review
- Architectural and Site Design Review
- Construction Document Review
- Code Research and Policy Development
- Land Use Research and Analysis
- Applicant and Customer Service Support

All services provided shall comply with the codes, policies and procedures as interpreted by CONTRACTOR and/or as customarily applied by the TOWN.

	<h2 style="margin: 0;">TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3 style="margin: 0;"><u>AGENDA ITEM</u> 7b.</h3>
<p><b>MEETING DATE:</b> May 21, 2018</p> <p><b>DEPARTMENT:</b> Development Services</p> <p><b>STAFF PRESENTER:</b> Christopher A. Salas, Development Services Director Town Engineer</p> <p><b>SUBJECT:</b> Regional Pavement Maintenance of Arizona, Inc., Contract.</p>		<p> <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> </p> <p style="margin-left: 40px;"> <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> </p> <p><input type="checkbox"/> <b>Other</b></p>
<p><b>STRATEGIC PLAN REFERENCE:</b></p> <p> <input type="checkbox"/> Community Vitality     <input type="checkbox"/> Economic Prosperity     <input type="checkbox"/> Leadership and Governance  <input type="checkbox"/> Partnership and Relationships     <input checked="" type="checkbox"/> Transportation and Infrastructure  <input type="checkbox"/> Statutory     <input type="checkbox"/> None </p>		

### **RECOMMENDED MOTION/ACTION:**

Motion to enter into a contract with Regional Pavement Maintenance of Arizona, Inc., to mill and replace 2.5" R12 asphalt on Collingwood Street, from Main Street to Orlando Street, in an amount of \$78,172.37, plus 15% contingency of \$11,725.86, for a not to exceed amount of \$89,898.23, under Job Order Contract (JOC) 2014-007 for the City of Buckeye.

### **BACKGROUND/DISCUSSION:**

The asphalt is in poor condition on Collingwood Street, from Main Street to Orlando Street, with signs of block cracking, alligator cracking and reveling. Currently, there are no drainage improvements, so the majority of the storm runoff ponds on the road causing further degradation.

Regional Pavement Maintenance of Arizona, Inc., will mill and remove approximately 2,654 square yards (SY) of existing asphalt to a depth of 8.5" (inches), compact existing sub grade, supply grade and compact approximately 2,654 of ABC (aggregate base course) to a depth of 6" (inches) and compact. They will pave approximately 2,654 SY with A-12.5 MM asphalt and compact to an average depth of 2.5" (inches), and compact with steel drum vibratory rollers.

The award of this contract will allow a Notice to Proceed for the project work.

### **A VOTE OF NO WOULD MEAN:**

A vote of no would delay the much-needed repairs and maintenance of the roadway on Collingwood.

### **A VOTE OF YES WOULD MEAN:**

A vote of yes would mean quicker replacement of the asphalt on Collingwood Street.

### **FINANCIAL IMPACT:**

The cost to contract with Regional Pavement Maintenance of Arizona, Inc., is in amount of \$78,172.37, plus 15% contingency of \$11,725.86 making the not to exceed amount \$89,898.23.

The fixed fee proposed for this project has been negotiated by staff and compared to three independent estimates, prepared by three separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or more (specifically, 5.6321 of Vendor Selection).

#### 5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

#### 4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

### **ATTACHMENTS:**

Cooperative Cover Contract  
Exhibit 1 - Regional Pavement Maintenance Scope of Work  
Town of Florence Bid Tabulation Form  
City of Buckeye JOC Executed Contract  
City of Buckeye JOC Contract 2014-007 Change Order 1  
City of Buckeye JOC Contract Extension to March 13, 209  
City of Buckeye JOC Previous Contract Renewals

**TOWN OF FLORENCE, ARIZONA  
CONTRACT FOR COOPERATIVE USE OF CITY OF BUCKEYE  
SOLICITATION/CONTRACT NO. 2014-007 FOR JOB ORDER CONTRACT STREET  
MAINTENANCE SERVICES**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 21<sup>st</sup> day of May, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Regional Pavement Maintenance of Arizona, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Buckeye Solicitation/Contract No. 2014-007 for Job Order Contract Street Maintenance, dated March 4, 2014 and Change Order Nos.1 through 6. 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 the materials and services described in the attached scope of materials and services set forth in **Exhibit "1"** ("Services"). The Contractor shall provide the Services 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 and Detailed Specifications. 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 Services.
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 and 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 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 (the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, dated March 4, 2014 and Job Order Contract Between City of Buckeye and Regional Pavement Maintenance of Arizona, Inc. Contract Number: 2014-007) 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", "City of Buckeye", shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County", shall be deemed to be and refer to Pinal County; the terms: "Manager of Construction and Contracting", shall be deemed to be and refer to the Florence Public Works Director, Town of Florence, 425 E. Ruggles Street, Florence, AZ 85132; and the terms: "Respondent", or "Contractor," or "Job Order Contractor", or "Regional Pavement Maintenance of Arizona, Inc." 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 for the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, dated March 4, 2014 between the City of Buckeye and Regional Pavement Maintenance of Arizona, Inc., including, but not limited to: Instructions, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; **Contract No. 2014-007, Change Order No.1** dated August 14, 2014 and Change Orders no. 2, 3,4 5, 6 (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 **\$89,898.17**.
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 verifications 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.
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 may terminate this Contract, or any part thereof for its sole convenience, at any time 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: Regional Pavement Maintenance of Arizona, Inc. Attn: Joseph P. DiGiugno, Donald A. Loose, 11240 N. Tatum BLVD # 110 Phoenix, AZ 85028.
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, expert witnesses expenses 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.

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 two (2) years 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 govern this procurement and are incorporated as part of this Contract by this reference.
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. 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: \_\_\_\_\_



Number: SO678-0  
Date: 02/21/2018  
Expires:

**Job Site:**

P614 TOF Main St Project  
Collingwood & Main St  
Florence, Arizona 85132

**Submitted To:**

Town of Florence  
  
PO Box 2670  
Florence, Arizona 85132  
520-868-7574

## Scope of Work

**City of Buckeye JOC Contract 2014-007 / S.A.V.E**

**MILL, GRADE & PAVE (Per Plan Given)**

Mill & remove approximately **2,654 SY** of existing asphalt to a depth of **8.5" (inches)**. Compact existing sub grade. Supply, grade & compact Approx. **2654 SY of ABC (aggregate base course) to a depth 6" (inches)** and compact. Pave Approx. **2,654 SY** with hot **A-12.5 mm** asphalt and compact to an average depth of **2.5" (inches)**, and compact with steel drum vibratory rollers.

**NOTE: Asphalt Mill depth is estimated at 8.5". Should it prove necessary to exceed that depth, or if sub grade failures occur during excavation and/or grading process, these areas will be evaluated and discussed with the properties representative before commencing work. Additional charges may be needed for these areas before work can continue.**

**INCLUSIONS: Sweeping & Survey**

**EXCLUSIONS: Inspection, Testing, Dust Control Permit, Traffic Control Hydrant Meter / Onsite Water Supply (To be Provided by Town of Florence Public Works).**

**Bid based on 1 Mobilization. (Additional Mobs will be billed at \$1,250 each)**

## Itemized Costs

<b>Paving</b>	<b>\$ 78,172.37</b>
<b>Total*</b>	<b>\$ 78,172.37</b>

Terms:  
Notes:

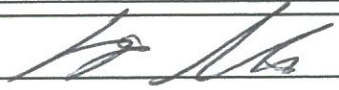
\*All Applicable Tax Included



Project: Collingwood St. & Main St Improvements  
Florence Az.



## Town of Florence Bid Tabulation Sheet

						General Ledger Account Number: <b>012-518-312</b>					
Email Confirmation (\$5,000 or less)						Date Prepared: <b>03/21/18</b>					
Written / Fax / Email (Mandatory over \$5,000 bids attached)						Prepared By: <b>Dan Cisco</b>					
Sealed Bid Title:		Formal Sealed Bid: <input type="checkbox"/>		Written Bid: <input checked="" type="checkbox"/>		Open Date:					
						Close Date:					
Item(s) (Include Quantity, Model & Color): <b>Mill and replace with 2.5" R12 asphalt. (2654 sq yds) on Collinwood St from Main St to Orlando St.</b>											
VENDOR NAME			CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
<b>1</b>	Name:	M.R. Tanner	Contact:	MR Tanner				143,883.	\$ 143,883.41	price includes sales tax	
	Address:	1327 W San Pedro St	Phone:	(480)633-8500				Tax:			
	Quote #:	111576-A	Fax:	(480)633-8111				Freight:			
	Received	03/21/2018	Email:					REQ #:			
<b>2</b>	Name:	Knochel Brothers	Contact:	Jeremy Ebert				98,481.6	\$ 98,481.60	price includes sales tax	
	Address:	Phoenix, Az	Phone:	(623)581-9000				Tax:			
	Quote #:		Fax:	(623)581-9263				Freight:			
	Received	03-01-2018	Email:					REQ #:			
<b>3</b>	Name:	Regional	Contact:	Brett Peacock				78,172.37	\$ 78,172.37 + 15% \$ 117,255.80	price includes sales tax	
	Address:	2435 S 6th Ave Phoenix Az 85003	Phone:	(602)7999387				Tax:			
	Quote #:	SO678-0	Fax:	(480)963-3417				Freight:			
	Received	02/21/2018	Email:	brett@regionalaz.com				REQ #:			
Attach additional page(s), if necessary. Vendor Selected: <b>Regional</b>											
									<b>\$ 89,898.17</b>		
Justification (if not lowest bid.):											
Department Head Approval:								Date:	<b>3/26/18</b>		
Finance Director Approval:								Date:			
Town Manager Approval:								Date:			

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.



Project: Collingwood St. & Main St Improvements  
Florence Az.

# M. R. TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403  
Phone (480) 633-8500 · Fax (480) 633-8111

## CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A  
An Equal Opportunity Employer

Date 3/21/2018

To TOWN OF FLORENCE  
\_\_\_\_\_  
\_\_\_\_\_  
Attention MARIO  
\_\_\_\_\_

Job Name COLLINGWOOD ST  
Location FLORENCE, AZ  
\_\_\_\_\_  
Architect- Engineer NA  
Plans Dated NA  
Soil Engineer NA  
Report Date NA  
\_\_\_\_\_

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

### PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	2,500.00	\$ 2,500.00
2	MILLING 8.5" DEPTH	2,654.00	SY	11.00	\$ 29,194.00
3	SUBGRADE WORK	2,654.00	SY	6.00	\$ 15,924.00
4	NEW ABC ONLY	859.00	TN	30.00	\$ 25,770.00
3	ASPHALTIC CONCRETE 2.50" DEPTH	2,654.00	SY	20.00	\$ 53,080.00
4	TRAFFIC CONTROL	7.00	LS	1,340.00	\$ 9,380.00
Subtotal					\$ 135,848.00
Sales Tax					\$ 8,035.41
Total Bid					\$ 143,883.41
PRICING BASED ON COOPERATIVE CITY OF CHANDLER CONTRACT ST5-745-3434					

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

### ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and back of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

Firm Name: \_\_\_\_\_

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

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



Phoenix, AZ 85024

623-581-9000

623-581-9263 fax

Job Name: Collingwood Street & Main Street Improvements - Mill & Repave

Date: 3-1-2018

Quote to: Town of Florence - Public Works Dept. Attn: Mario Grijalva

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
25	DUST PERMIT	1.00	LS	500.00	500.00
100	MOBILIZATION	1.00	EA	4,550.00	4,550.00
125	POTHOLING ALLOWANCE	1.00	AL	5,000.00	5,000.00
150	TRAFFIC CONTROL ALLOWANCE	1.00	LS	2,500.00	2,500.00
200	9" MILLING & HAUL OFF	2,654.00	SY	4.85	12,871.90
300	2.5" (R-12) AC ON 6" ABC - COLLINGWOOD STREET	2,654.00	SY	24.55	65,155.70
350	UTILITY ADJUSTMENT ALLOWANCE	1.00	AL	1,500.00	1,500.00
	<b>SUBTOTAL</b>				<b>\$92,077.60</b>
1000	SALES TAX (TOWN OF FLORENCE 6.955%)	1.00	LS	6,404.00	6,404.00
<b>GRAND TOTAL</b>					<b>\$98,481.60</b>

**NOTES:**

\* Paving pricing good thru 6-30-2018.

Proposal valid for 60 days.

\*KB is not responsible for relocations or removals of any underground utilities in structural section.

Construction water costs are included in the bid. Water must be available on the site in sufficient quantities.

This proposal based on the provided exhibit.

This proposal must be attached to contract as an exhibit.

Paving price based on one-lift pavement.

Maintenance of the onsite asphalt is the responsibility of the Town and is not included in this contract. Maintenance should consist of MTR (SealMaster product) or equal seal coat within 2 years of construction and a Type II slurry seal within 6 years of construction.

**Exclusions:**

Excludes tending the dump end for the export.

Excludes police officers.

Excludes safety edge paving.

Excludes NPDES, SWPP installation or management.

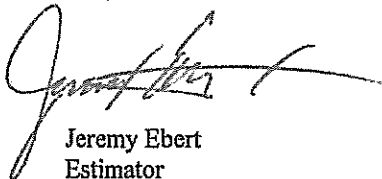
Excludes export/import.

Excludes paved detour road for offsite work.

Excludes Jersey barriers.

Excludes sleeving work.  
Excludes landscape grading and parkway grading.  
Excludes sawcutting, utility adjustments, and paving at T-top tie-ins.  
Excludes utility adjustments.  
Excludes any asphalt maintenance or seal coat at the one year inspection.  
Excludes striping.  
Excludes signage.  
Excludes permits, bonds, surveying, as-builts and testing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeremy Ebert', with a long horizontal flourish extending to the right.

Jeremy Ebert  
Estimator



Number: SO678-0  
Date: 02/21/2018  
Expires:

**Job Site:**

P614 TOF Main St Project  
Collingwood & Main St  
Florence, Arizona 85132

**Submitted To:**

Town of Florence  
  
PO Box 2670  
Florence, Arizona 85132  
520-868-7574

## Scope of Work

**City of Buckeye JOC Contract 2014-007 / S.A.V.E**

**MILL, GRADE & PAVE (Per Plan Given)**

Mill & remove approximately **2,654 SY** of existing asphalt to a depth of **8.5" (inches)**. Compact existing sub grade. Supply, grade & compact Approx. **2654 SY of ABC (aggregate base course) to a depth 6" (inches)** and compact. Pave Approx. **2,654 SY** with hot **A-12.5 mm** asphalt and compact to an average depth of **2.5" (inches)**, and compact with steel drum vibratory rollers.

**NOTE: Asphalt Mill depth is estimated at 8.5". Should it prove necessary to exceed that depth, or if sub grade failures occur during excavation and/or grading process, these areas will be evaluated and discussed with the properties representative before commencing work. Additional charges may be needed for these areas before work can continue.**

**INCLUSIONS: Sweeping & Survey**

**EXCLUSIONS: Inspection, Testing, Dust Control Permit, Traffic Control Hydrant Meter / Onsite Water Supply (To be Provided by Town of Florence Public Works).**

**Bid based on 1 Mobilization. (Additional Mobs will be billed at \$1,250 each)**

## Itemized Costs

<b>Paving</b>	<b>\$ 78,172.37</b>
<b>Total*</b>	<b>\$ 78,172.37</b>

Terms:  
Notes:

\*All Applicable Tax Included



**CITY OF BUCKEYE**  
**CONSTRUCTION & CONTRACTING DIVISION**

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August 18, 2014

Joseph P. DiGiugno  
**Regional Pavement Maintenance of Arizona, Inc.**  
2435 S. 6<sup>th</sup> Avenue  
Phoenix, AZ 85003

**Re: Change Order 1; Contract No.2014-007**  
**JOC Street Maintenance**

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Change Order 1 to your JOC Street Maintenance Contract for your records. This Change Order adds Cooperative Language to your JOC Contract, allowing other municipalities and eligible agencies to "piggyback" off of our contract with you.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or [cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov).

Sincerely,

  
Christopher A. Williams, Manager  
Construction & Contracting Division

cc: file



CITY OF BUCKEYE  
JOC CONTRACT NO. 2014-007  
JOC Street Maintenance

CHANGE ORDER #1

Pursuant to the Contract between Regional Pavement Maintenance of Arizona, (Contractor) and the CITY OF BUCKEYE, an Arizona municipal Corporation (City), dated March 4, 2014, the following changes apply:

The following cooperative language is hereby added to and included in the contract:

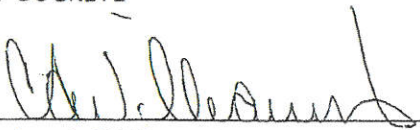
Any contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

This is a NO COST Change Order, and shall not affect the any other aspects of the Contract.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

THEREFORE, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 14 day of August, 2014.

CITY OF BUCKEYE



Christopher A. Williams, Manager  
Construction & Contracting Division



**CITY OF BUCKEYE**  
**CONSTRUCTION & CONTRACTING DIVISION**

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March 13, 2014

Joseph P. DiGiugno  
**Regional Pavement Maintenance of Arizona, Inc.**  
2435 S. 6<sup>th</sup> Avenue  
Phoenix, AZ 85003

**Re: Fully Executed JOC Street Maintenance**  
**Contract No. 2014-007**

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Contract for JOC Street Maintenance, for your records.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or [cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov).

Sincerely,

Christopher A. Williams, Manager  
Construction & Contracting Division

cc: file



**JOB ORDER CONTRACT BETWEEN  
CITY OF BUCKEYE  
AND  
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.**

**Contract Number: 2014-007**

This JOB ORDER CONTRACT FOR STREET MAINTENANCE (the "Contract") is made and entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Regional Pavement Maintenance of Arizona, Inc., an Arizona Corporation (the Contractor). This Contract is for street maintenance as described in Exhibit A and issued as required by award of individual Delivery Orders (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Buckeye and Job Order Contractor agree as follows:

**ARTICLE 1  
CONTRACT TERM**

1. This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City.
2. The Contract Time for each Delivery Order shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Delivery Order.
3. The Contract Time is identified in the Delivery Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.
4. Time is of the Essence of this Contract, and each Delivery Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.
5. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Delivery Order and/or this Contract by City. The City will assess liquidated damages as described in each Delivery Order.

**ARTICLE 2**  
**OVERVIEW OF DELIVERY ORDER CONTRACTING UNDER THIS CONTRACT**

1. This Contract establishes an indefinite delivery, indefinite quantity, Delivery Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Delivery Order for each Project. Unless otherwise specified in a specific Delivery Order, Delivery Orders generally will not include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Delivery Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Delivery Orders under this Contract.

2. The amount to be paid by the City for the Project under each Delivery Order is the Contract Price for that Delivery Order. The Delivery Order price will include a total amount for each Delivery Order priced for the Work described for that Delivery Order. The Contract Price for any Delivery Order will be established as a Firm Fixed Price, subject to the following:

(a) The Contract Price for each Delivery Order shall not exceed \$1,000,000.00 [may be higher if approved via Council Action], including any Change Orders. Therefore, to allow for any potential Change Orders, the maximum initial amount of each Delivery Order will normally not exceed \$1,000,000.00. The expectation for this Contract is that the majority of Delivery Orders will be less than \$100,000.00.

(b) The cumulative sum of all Delivery Orders performed by the Contractor during any twelve (12) month term shall not exceed \$1,000,000.00 (unless otherwise approved by the City Council).

(c) There is no limit on the number of Delivery Orders that City may issue to the Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(d) Contractor may not refuse any Delivery Order under this Contract properly issued by City, unless Contractor legitimately claims in writing that the scope of work is poorly defined or hazardous to health or safety.

3. City shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Delivery Order, City may elect to have Design Services provided by City's internal consultants or by independent Design Professionals. Such action by City shall not be a breach or otherwise violate the Contract Documents.

4. This Contract does not obligate or require City to offer any Delivery Order to Contractor, no Contract in relation to any specific Work being entered into until a Delivery Order therefore has been fully executed by City and Contractor.

5. This Contract is for a broad range of street maintenance, repair and minor construction work within the planning area of the City of Buckeye. The scope of this Contract will be to provide construction services, including the possibilities of design services, for a broad range of City Street maintenance and construction projects described in Exhibit A of this contract.

6. During the Term of this Contract, City will issue an individual Delivery Order request for proposal to Contractor for each Project. Each Delivery Order will have specific instruction concerning that Delivery Order. The Contractor will follow these specific instructions when preparing a response in the form of a Delivery Order Proposal.

7. The general steps for development of a Delivery Order are:

(a) When City identifies a need for performance of a Project under a Delivery Order; City will issue an RFP to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, Contractor will:

- (i) Visit the proposed site of the Project with City designated representatives; and,
- (ii) Arrange with City to further define the scope of the needed Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Delivery Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Delivery Order.

(b) City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the needed Project, Contractor will prepare its proposal for accomplishment of the Project.

8. Upon award of a Delivery Order, a signed copy of the Delivery Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Delivery Order in accordance with the terms of this contract or the terms of each Delivery Order.

9. City may provide a verbal Notice to Proceed (NTP) for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Delivery Order. The Contract duration starts with the date on the NTP letter.

### **ARTICLE 3 DEFINITIONS**

“Addenda” written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

“Agreement” means the executed agreement between City and Contractor.

“Change Order” means a written instrument issued after execution of a Delivery Order or this JOC Contract signed by City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

“City” means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

“City’s Project Criteria” means information developed by or for the City to describe City’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor’s performance of the Work. City’s Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

“City’s Representative” means the person designated within this contract.

“Commissioning” means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications and drawings prepared by the Contractor or a Consultant.

“Construction Drawings” means the detailed drawings approved as part of the approved Construction Documents.

“Contract Documents” means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by City and Contractor to include each Delivery Order; (iii) written supplementary conditions; (iv) Construction

Documents prepared and approved; (v) Contractor's approved Variations of the City's Project Criteria, as contained in Exhibit A.; (vi) City's Project Criteria; (vii) Contractor's Proposal(s), except for accepted Variations of the City's Project Criteria, submitted in response to City's Project Criteria.

"Contract Price" means the amount or amounts set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Contract Time" means the Days set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the Contractor in performing the scope of work described in each Delivery Order.

"Design Services" means all professional services to be performed or procured by the Contractor or by City to provide required Project design under this Contract and any subsequent amendments.

"Job Order Contractor" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Delivery Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Project as prescribed in Article 10.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

"Payment Request" means the City form used by the Contractor to request payment for Work performed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

“Project” means the Work to be completed in the execution of any awarded Delivery Order and as amended and as prescribed as any Scope of Work in identified in each awarded Delivery Order. Project means the Work associated with each awarded Delivery Order issued under this JOC Contract.

“Project Schedule” means a schedule as prescribed in this Contract or subsequent Delivery Orders.

“Project Record Documents” means the documents created pursuant to Article 12.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)”, means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Delivery Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Scheduled Substantial Completion Date” means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Delivery Order.

“Site” means the land or locations on which the Project is located, as more particularly described in the Delivery Order.

“Subcontractor” or “Subconsultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

“Substantial Completion” means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

“Technical Consultant” means an agent of the City who furnishes project management assistance (if applicable to a Delivery Order).

"Variations of the City's Project Criteria" means agreed changes to the City's Project Criteria by both Parties.

"Work" means any design and construction services, including procuring and furnishing materials, equipment, services, Commissioning and labor reasonably inferable from the Construction Documents.

#### **ARTICLE 4 DESIGN PHASE AND DESIGN SERVICES**

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.
2. Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Delivery Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal. Normally the City will obtain design services from a consultant or prepare design documents using City staff.

#### **ARTICLE 5 CONSTRUCTION SERVICES**

1. JOC Contractor shall perform all Work necessary to construct the Project in accordance with this Contract and the specifications outlined in each Delivery Order, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.
2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Delivery Order under the Contract, including, without limitation, the following:
  - (a) Construction of the whole and all parts of the Project in full and strict conformity with each Delivery Order;
  - (b) The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Delivery Order;
  - (c) The procurement and furnishing of all necessary permits and other permits required for the construction of each Delivery Order;
  - (d) The creation and submission to City of detailed as-built drawings depicting all as-built construction;

(e) The furnishing of any required surety bonds and insurance as may be required by each Delivery Order;

(f) The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Delivery Order or otherwise reasonably available to Contractor;

(g) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

## **ARTICLE 6**

### **TIME FOR CONSTRUCTION: THE CONTRACT TIME**

1. After City has awarded each Delivery Order, City shall issue a notice to proceed (NTP) the Work directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

2. Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Delivery Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay City the amount established in each Delivery Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Delivery Order are material and time is of the essence of each Delivery Order.

## **ARTICLE 7**

### **ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

1. The intent of this Contract is to require complete, correct and timely execution of all Delivery Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Delivery Order as necessary to

produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Delivery Order.

2. All Construction Work performed by Contractor shall be in strict compliance with each Delivery Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Delivery Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to City that all labor furnished to perform the Construction Work under each Delivery Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Delivery Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Delivery Order, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the requirements found in each Delivery Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Delivery Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work. In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Delivery Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Delivery Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Delivery Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the site, for the benefit of City, an updated copy of the awarded Delivery Order, including one record copy of the Delivery Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the site, for the benefit of City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if specified in the awarded Delivery Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finally updated and delivered to City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Delivery Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Delivery Order. No deviation from, substitution for, or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order, from City. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. City shall also, in its discretion, have the right to review and approve Submittals, and if City so elects, Contractor shall not perform any portion of the Construction Work as to which the City has required submittal and review until such Submittal has been approved by the City. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City's approval conforms with the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Delivery Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted,

shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.

15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to City's badge and pass requirements, if any, in effect at the site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

## **ARTICLE 8 CONTRACT PRICE**

1. City shall pay, and Contractor shall accept, as full and complete payment for all work associated with each Delivery Order the amount approved and awarded to the Contractor as a Delivery Order. Each Delivery Order will be a separate contract under this blanket JOC Contract. The general terms and conditions will be established by this contract and special contract provisions will be established within each Delivery Order.

2. Delivery Order Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Delivery Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this Contract and any Special Provisions included in each awarded Delivery Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in this Contract is paid. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. City agrees to pay Contractor for the Cost of the Construction Work as defined in each Delivery Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Delivery Order and be established as a Firm-Fixed Price Contract.

## **ARTICLE 9 PAYMENT OF THE CONTRACT PRICE**

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to

payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:

- (a) Unsatisfactory job progress as determined by the City.
- (b) Defective Work or materials not remedied.
- (c) Disputed Work or materials.
- (d) Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- (e) Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
- (f) A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- (g) The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
- (h) Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10%

reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

(a) The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

(b) If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

7. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

## **ARTICLE 10 SUBSTANTIAL AND FINAL COMPLETION**

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by City in writing, when the Project is sufficiently complete in accordance with the Contract that City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of City, City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not longer than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Upon Substantial Completion of the Construction Work, and upon execution by both City and Contractor of the Certificate of Substantial Completion, City shall pay Contractor, within thirty (30) days, all sums due Contractor, including such amount of retainage as the City in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by City in City's sole discretion, for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Delivery Order, including Contractor's provision to City of all documents and things required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by City's Certificate for Final Payment, provided that all documents and things required to be delivered to City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish City, in the form and manner required by the City, the following:

(a) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing City from all claims that Contractor had or might have asserted during the performance of this Contract;

(b) if required by City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against City or City's property;

(c) consent of surety to final payment;

(d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and

(e) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against City by Contractor except for those claims previously made in writing against City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

## **ARTICLE 11**

### **CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

In addition to payment, City shall undertake to perform the following:

1. City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.
2. City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.
3. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.
4. City shall provide Contractor access to the site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.
5. City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
6. City shall perform the duties set forth in this Article 11 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.
7. City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract

shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.

8. City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

9. City shall furnish to Contractor, prior to the execution of each Delivery Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

10. City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as City may request in obtaining such easements, certificates of occupancy, and the like.

11. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the Construction Work may resume.

12. In the event City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 14(K) and this Paragraph 14(L) are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

**ARTICLE 12**  
**DELIVERY ORDER (PROJECT) DOCUMENTATION**

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to City for inspection and copying upon City's request at any time. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

**ARTICLE 13**  
**PERSONNEL, SUBCONTRACTORS AND SUPPLIERS**

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.

4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and

any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

6. In accordance with Article 3 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from City. Key design and supervisory personnel assigned by Contractor to each Delivery Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Delivery Order RFP issued by the City.

7. If, at any time during the course of the Project, City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction Working on the Project is unsatisfactory, City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to City for delays or inefficiencies the change may cause.

#### **ARTICLE 14 CHANGES AND EXTENSIONS OF TIME**

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Delivery Order.

2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Delivery Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the Work in the highest professional manner.

#### **ARTICLE 15 CLAIMS BY CONTRACTOR**

1. Claims by Contractor against City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.

5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against City for compensation in excess of the Construction Price, any liability of City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Delivery Orders and shall in no event include, indirect, consequential, impact or

other costs, expenses or damages of Contractor or its Subcontractors. City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Article. City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by City and Contractor.

## **ARTICLE 16**

### **UNCOVERING AND CORRECTING CONSTRUCTION WORK**

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of City, or contrary to any provision of the Contract, said Construction Work shall, if required by City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by City, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. City shall be entitled to a reduction in the Construction Price regardless of whether City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming Construction Work.

## **ARTICLE 17 SUSPENSION AND TERMINATION**

1. City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance. Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.

3. In the event City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to Subcontractors;
- (b) preserving and protecting Construction Work in place;
- (c) storage of materials or equipment purchased for the Project, including insurance thereon; and
- (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

4. If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at City's direction, either

terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

(a) Contractor shall submit a termination claim to City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;

(b) City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;

(c) Absent agreement to the amount due to Contractor, City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

(i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;

(ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by City for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

## **ARTICLE 18 INDEMNITY**

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **ARTICLE 19 INSURANCE AND BONDS**

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

3. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

4. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

5. Minimum Scope And Limits Of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

(a) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

(b) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" including automobiles owned, leased, hired or borrowed by the Contractor."

(c) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers' Liability	
Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Disease-Policy Limit	\$ 500,000

The policy shall contain a waiver of subrogation against the City of Buckeye.

(d) Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should any Delivery Order include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar

exclusions that could compromise coverage's because of the design-build delivery of the Project.

(e) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

6. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(a) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(b) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(c) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage's for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

8. Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Christopher A. Williams  
Manager, Construction and Contracting  
City of Buckeye  
530 East Monroe Avenue  
Buckeye, Arizona 85326

9. Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

10. Verification of Coverage:

(a) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(b) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

(c) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager of Construction and Contracting. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

11. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

12. Bonds and Other Performance Security. Contractor shall provide the following performance bond and labor and material payment bond:

(a) Prior to execution of this Contract, the Contractor must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in each Delivery Order.

(b) Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the City of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract.

(c) The bonds shall be made payable and acceptable to the City of Buckeye.

(d) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is

submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(e) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(f) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

13. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

## **ARTICLE 20**

### **CANCELLATION UNDER A.R.S. § 38-511**

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511, as amended.

## **ARTICLE 21**

### **GIFT TO PUBLIC SERVANT**

1. City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **ARTICLE 22 NONDISCRIMINATION**

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Contract.

## **ARTICLE 23 MISCELLANEOUS PROVISIONS**

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for City, to:

Christopher A. Williams  
Manager, Construction and Contracting  
City of Buckeye  
530 E. Monroe Ave.  
Buckeye, Arizona 85326  
Phone: (623) 349-6225

If intended for Contractor, to:

Regional Pavement Maintenance of Arizona, Inc.  
ATTN: Joseph P. DiGiugno  
2435 S. 6<sup>th</sup> Avenue  
Phoenix, AZ 85003  
Phone: (623) 640-1800

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City's prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Delivery Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract in to a subsequent fiscal year, and pay for charges hereunder or under any current Delivery Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to

the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.

## **ARTICLE 24**

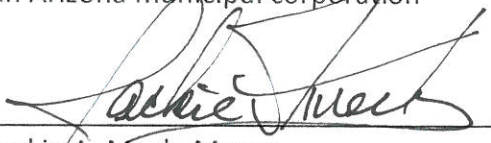
### **E-VERIFY**

1. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the Town of Buckeye. The Town of Buckeye retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.
2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Town. The Contractor and its subcontractors shall cooperate with Town's random inspections including granting the Town's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Signature Pages to Follow]

"City"

CITY OF BUCKEYE, ARIZONA,  
an Arizona municipal corporation

  
\_\_\_\_\_  
Jackie A. Meck, Mayor

ATTEST:

  
\_\_\_\_\_  
Lucinda Aja, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Scott W. Ruby, City Attorney

RECOMMENDED:

  
\_\_\_\_\_  
Christopher A. Williams, Manager  
Construction & Contracting Division

#### ACKNOWLEDGEMENT

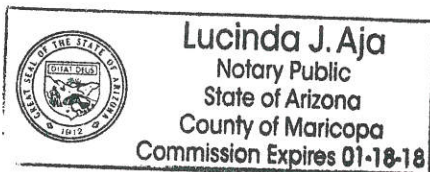
STATE OF ARIZONA    )

)

County of Maricopa    )

On this 4th day of March, 2014, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)



  
\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF ARIZONA )

County of Maricopa )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

\_\_\_\_\_  
Notary Public

"Contractor"

REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.,  
an Arizona corporation

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

Name: JOSEPH P. DIGILUGNO

Title: PRESIDENT

ACKNOWLEDGEMENT

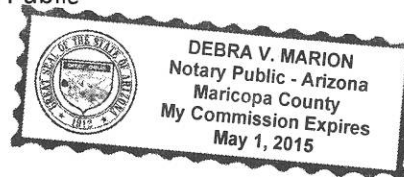
STATE OF ARIZONA )

County of Maricopa )

On this 5 day of FEBRUARY, 2014, before me personally appeared JOSEPH P. DIGILUGNO, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

\_\_\_\_\_  
Notary Public





**CITY OF BUCKEYE**  
**CONSTRUCTION & CONTRACTING DIVISION**

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August 18, 2014

Joseph P. DiGiugno  
**Regional Pavement Maintenance of Arizona, Inc.**  
2435 S. 6<sup>th</sup> Avenue  
Phoenix, AZ 85003

**Re: Change Order 1; Contract No.2014-007**  
**JOC Street Maintenance**

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Change Order 1 to your JOC Street Maintenance Contract for your records. This Change Order adds Cooperative Language to your JOC Contract, allowing other municipalities and eligible agencies to "piggyback" off of our contract with you.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or [cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov).

Sincerely,

  
Christopher A. Williams, Manager  
Construction & Contracting Division

cc: file



CITY OF BUCKEYE  
JOC CONTRACT NO. 2014-007  
JOC Street Maintenance

CHANGE ORDER #1

Pursuant to the Contract between Regional Pavement Maintenance of Arizona, (Contractor) and the CITY OF BUCKEYE, an Arizona municipal Corporation (City), dated March 4, 2014, the following changes apply:

The following cooperative language is hereby added to and included in the contract:

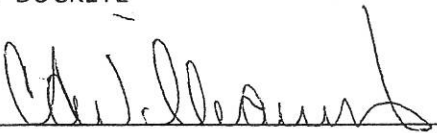
Any contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

This is a NO COST Change Order, and shall not affect the any other aspects of the Contract.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

THEREFORE, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 14 day of August, 2014.

CITY OF BUCKEYE



Christopher A. Williams, Manager  
Construction & Contracting Division

**CHANGE ORDER #6**

**CITY OF BUCKEYE  
JOC CONTRACT #2014-007  
CONTRACT EXTENSION**

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona, hereafter called ("the Contractor").

**3.2 TERM OF CONTRACT**

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2018 through March 13, 2019.

All other terms and conditions of the original contract remain in full force and effect.

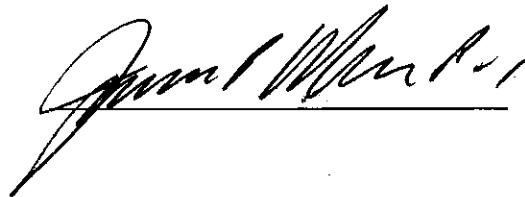
IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 7<sup>th</sup> day of March, 2018.

CITY OF BUCKEYE:

CONTRACTOR:



Christopher A. Williams  
Manager, Construction and Contracting



CHANGE ORDER #2

CITY OF BUCKEYE  
JOC CONTRACT #2014-007  
CONTRACT EXTENSION

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona, hereafter called ("the Contractor").

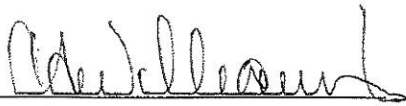
3.2 TERM OF CONTRACT

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2015 through March 13, 2016.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 17 day of NOV. 2015.

CITY OF BUCKEYE:



Christopher A. Williams  
Manager, Construction and Contracting

CONTRACTOR



**CHANGE ORDER #4**

**CITY OF BUCKEYE  
JOC CONTRACT #2014-007  
CONTRACT EXTENSION**

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona., hereafter called ("the Contractor").

**3.2 TERM OF CONTRACT**

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2016 through March 13, 2017.


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All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 23 day of MARCH, 2016.

CITY OF BUCKEYE:

CONTRACTOR:

  
\_\_\_\_\_  
Christopher A. Williams  
Manager, Construction and Contracting

  
\_\_\_\_\_

**MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY APRIL 2, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL:**

Present: Walter, Woolridge, Guilin, Wall, Larsen

Absent: Hawkins, Anderson

**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 Rankin, Past Mayor and Florence Resident, wished Councilmember Wall a happy birthday.

**PRESENTATIONS**

**Acceptance of a donation from the Michelle Gallagher Youth Scholarship.**

Mr. Bryan Hughes, Community Services Director, stated that Ms. Denise Smith, Michelle Gallagher's sister, approached the Town about donating funds from the Michelle Gallagher Co-Ed Softball Tournament to be used for recreation scholarships for youth.

Mr. Hughes stated that they had their 4<sup>th</sup> Annual Michelle Gallagher Co-Ed Softball Tournament on March 3, 2018. The tournament honors the memory of Michelle Gallagher and proceeds from the tournament benefit the Michelle Gallagher Youth Scholarship Fund.

Ms. Denise Smith, Florence Resident, stated that they would like to utilize a portion of the Tournament's proceeds to assist with registration fees for Florence's youth. She stated that Michelle was a member of Florence for approximately 40 years. She was born and raised in Florence and attended school here. She worked for the Pinal County Sheriff's Office for 18

Florence Town Council Meeting Minutes

April 2, 2018

Page 1 of 11

years. She was very productive in the community and served as a Little League Coach for 10 years in which she was a mentor and provider to the kids. She was known to help children who were unable to pay for registration fees or supplies needed to play sports.

Ms. Smith stated that Michelle passed away in January 2014, and the Town lost a person who cared about its youth. As a result, the family and friends decided to come up with a way to maintain Michelle's legacy and memory in the community. She stated that the first tournament was in November 2014 and netted \$10,000, and slightly more in 2015. They netted \$14,000 in 2016 and \$16,000 this year.

Ms. Smith stated that they have been providing support to the local Little League Program with the proceeds and because they are doing so well, added a scholarship program for Florence High School Seniors and have provided \$15,000 in college scholarships. She stated that they would like to do more for the community and the children.

Ms. Smith stated that through her mother, Marcella Gallagher, she was made aware that there are families who are unable to enroll their children in social events, due to financial constraints in our community. She knew that they had to do something to meet those needs, which is why they are donating \$10,000. They would like to be able to donate on an annual basis.

Mayor Walter stated that Michelle had a profound impact on the kids. She contributed so much to Little League. The donation is much appreciated.

Councilmember Guilin thanked the Gallagher Family for the generous donation. She stated that she knew Michelle, as well as the entire family, and that she was a wonderful person. Michelle would be proud of her family's endeavor.

Vice-Mayor Woolridge stated that the donation will greatly help the community. She thanked the family for the donation and it will be a great benefit to the children. She appreciates the efforts that they do for the community.

Mr. Hughes thanked Ms. Smith, and all those who contributed towards this generous donation and for the opportunity to help the children. The funds will be put to good use. Staff is discussing the application process for funding.

### **Recognition of Brian Smith, Parks and Recreation Intern, for his service to the Town of Florence.**

Mr. Hughes stated that Mr. Smith is the first intern for the Parks and Recreation Department. He is a senior from Illinois State University and needed a 12-week internship in order to complete his Bachelor of Science Degree in Parks and Recreation Administration. He is in his last week of the internship, and staff wanted to recognize him for his contribution to the department. He has learned all aspects of municipal parks and recreation. He has assisted with parent/child dances, spring break camp, special events, park maintenance, seasonal aquatics, staff interviews and attended a spring training game with the Senior Center and the teens. Staff has been very impressed throughout his internship and wish him the best.

Mr. Hughes read a message from Mr. John Nixon, Recreation Superintendent, which stated:

Florence Town Council Meeting Minutes

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"I predict Brian Smith will experience a long and successful career in Parks and Recreation. Brian's friendly and accommodating disposition and his adaptability to any assignment will benefit him in the future. Whether he was waxing the slides at the aquatics center, or supervising the spring intersession program, his attention to detail and desire to do good work was evident."

Mr. Hughes presented Mr. Smith with an appreciation plaque in appreciation for his internship with the Town.

Mr. Smith stated that he has learned so much and was able to have hands on training which has been insightful.

Mayor Walter inquired if he considered relocating to our area.

Mr. Smith stated that he has put some thought into relocating; however, there are other factors that need to be considered as well.

Mayor Walter thanked him for choosing Florence for his internship.

### **Proclaim April 8-14, 2018, as National Library Week in the Town of Florence.**

Mayor Walter read the proclamation for the record and proclaimed April 8 – 14, 2018, as National Library Week in the Town of Florence.

Mr. Jasper Halt, Library Manager, stated the that library has held a bookmark competition each year for 21 years to celebrate National Library Week. Entries are received from home-schooled children, and public schools from with the Florence Unified School District. An independent panel of judges selects the top bookmark by grade level as well as top bookmark overall. The top overall winner has their bookmark professionally printed and distributed in the library after the awards ceremony, which will be held on April 13, 2018.

Mr. Halt outlined the various upcoming programs that will be held at the library. He recognized the Library staff: Gloria Moreno, Children's Librarian; Barbara Scoby, Adult Services Librarian; Nicole Hernandez, Office Assistant; Abigail Kinney and Teresa Tinoco Umbries, Office Aides. He appreciates their contributions, hard work, and dedication and thanked them.

Mayor Walter discussed the Cultural Pass Program that Mr. Halt is working on. He is in the preliminary stages and information will be forthcoming.

### **Proclaim the month of May 2018 as Building Safety Month.**

Mayor Walter read the proclamation for the record and proclaimed the month of May 2018 as Building Safety Month.

Mr. Chris Salas, Development Services Director, stated that they have planned several outreach events. The events will take place from 6:00 pm to 7:30 pm to allow families to attend after work. He explained the various events that they are planning regarding building safety, permitting, solar, etc. They will also have an open house each Friday during the month of May.

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Councilmember Larsen inquired if the information regarding the events will be available online.

Mr. Salas stated that the information will be available on all of the Town's social media sites.

Mr. Bent Billingsley, Town Manager, recognized the Development Services staff present at the meeting.

**Discussion on developing a document to assist the public in requesting ceremonial activities.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that Mayor Walter asked for the Clerk's assistance in developing a procedure for ceremonial activities. The procedure allows for the requester to provide information regarding their event or person they would like recognized. Council is also invited to speaking engagements, ground-breaking ceremonies, etc. and this notification will allow staff to post Notice of Quorums for those events.

Ms. Garcia stated that staff worked with Mayor Walter and drafted the document. The document was forwarded to Council for review and comments.

Mayor Walter stated that the document is open for review and comments.

Councilmember Larsen stated that document is very thorough. Her comments are:

- Key to the Town Section (Criteria for the Town Key)
  - Remove the words: "while within the Town limits" from "a person who performs an act of heroism while in the Town limits" verbiage.
- Who Can Make a Ceremonial Document Request Section
  - Remove "Events or organizations with no direct relationship to the Town of Florence" verbiage.

Vice-Mayor Woolridge stated the verbiage needs to specify "a member of the Town of Florence" so as to not cover issues at a county or state level.

Discussion occurred regarding verbiage to ensure that the request has a direct relationship to the Town.

**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.**

**Proclamation declaring April 2018 as Fair Housing Month in the Town of Florence.**

**Resolution No. 1658-18**

Mayor Walter read Resolution No. 1658-18 by title only.

**RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE SERVICE AGREEMENT BETWEEN SMARTWORKSPPLUS, INC., AND THE TOWN OF FLORENCE, EFFECTIVE JULY 1, 2018.**

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**Authorization of the Town Manager to negotiate and execute a materials testing services contract to Ninyo & Moore for Florence Gardens Phase IV & V Paving and Improvements Project T-08/T-09, in an amount not to exceed 75,000. (Chris Salas)**

**Approval of accepting the register of demands ending February 28, 2018, in the amount of \$1,586,715.05.**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to approve the Consent Agenda, as written.

## **NEW BUSINESS**

### **Resolution No. 1659-18**

Mayor Walter read Resolution No. 1659-18 by title only.

### **A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, UPDATING THE ESTABLISHED PARKS AND RECREATION USER FEES.**

Mr. Hughes stated that staff reviews fees on an annual basis. Staff has researched program and facility fees from nearby communities to see if they are in line with other municipalities. Staff developed program budgets to determine both direct and indirect costs of all recreation and senior programs. He stated that the highlights of the proposed fee schedule are:

- Expanded ranges for recreation and senior programs
  - Allows for flexibility to make adjustments
- Aquatic Center changes
  - Increase daily admission fee by \$1.00 for both youth and adults
    - \$2.00 for youth
    - \$4.00 for adult
  - Decrease in private rental fees to accurately reflect staff requirements and to help stimulate use.

Mr. Hughes stated that the ranges for recreation and senior programs allow staff to adjust fees as necessary to account for rising costs of supplies or services, as well as the part-time staff costs that continue to increase because of the ongoing minimum wage increases.

Mr. Hughes stated that the ongoing minimum wage increases were also considered in making the recommendation to increase the daily admission fees at the Aquatic Center.

Mr. Hughes stated that the fees for private rental of Aquatic Center facilities were first included in the fee schedule that was adopted in 2015 when the facility was opened and focused on full cost recovery. At the time, staff chose to err on the side of safety and calculated the fees with a high number of lifeguards being required for private rentals. Staff has since reviewed and modified the number of lifeguards needed for private rentals and adjusted the fees accordingly. It should be noted that since opening in 2015, there has not been a private rental at the Aquatic Center. Staff is optimistic that the fee reductions may stimulate private rental activity, particularly amongst our local employers looking to hold employee appreciation events.

Mr. Hughes stated that the revised fee schedule was presented to the Parks and Recreation Advisory Board and they have approved the recommended changes.

Councilmember Wall inquired about the ranges for the various programs.

Mr. Hughes explained the ranges are based on instructor costs and various types of sports.

Mayor Walter inquired if staff has received any feedback.

Mr. Hughes stated that they have not received any feedback. Staff advertised on several social media outlets and the Town website as well as in the local newspaper on March 2, and March 19, 2018.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried to adopt Resolution No. 1659-18.

### **Resolution No. 1660-18**

Mayor Walter read Resolution No. 1660-18 by title only.

### **A RESOLUTION OF THE TOWN OF FLORNECE, PINAL COUNTY, ARIZONA, APPROVING A TOWN CORE INCENTIVE PLAN REQUEST FOR PINAL COUNTY APN 200-50-0660 (Case No. PZ-18-17-INF).**

Mr. Larry Harmer, Planning Manager, stated that the request is on behalf of Robert and Tamra Lyon, the parcel owner, to utilize the Town Core Infill Incentive Plan to approve the sale of Right-of-Way and limited deviations from development standards on property located at 76 North Center Street, .22 acres, AKA Pinal County Assessor Parcel Number 200-50-0660.

Mr. Harmer stated that the home was constructed sometime between 880-1890. He stated that there have been some additions throughout the years including a small addition to the house, one car garage and property line fences and walls. When initially constructed, the house overlapped what is now town right-of-way by approximately 7.5 feet. The property is outside of the Historic District but lies within the Redevelopment Plan Area and Town Core Incentive Plan Area.

Mr. Harmer stated that the items to be addressed with this request are as follows:

- Sale of approximately 7.5 feet of Town-owned North Center Street Right-of-Way frontage (1,163 square feet) abutting the street side property line, to be combined with the subject property as a single lot. This excess Right-of-Way is deemed unnecessary by the Town;
- Existing building encroaching in the required Street Side Yard Setback of 12 feet, along North Center Street shall be grandfathered, subject to meeting applicable building and fire codes;
- Existing ±5' tall masonry wall encroaching into the required Front Yard Setback of 20 feet, along 12<sup>th</sup> Street shall be grandfathered, subject to meeting applicable building and fire codes; and

- Proposed 1,470 square foot accessory building to encroach into the required Front Yard Setback of 20 feet, along 12<sup>th</sup> Street shall be allowed, subject to meeting applicable building and fire codes.

Mr. Harmer stated that the Planning and Zoning Commission found this request consistent with the intent of the Town Core Infill Incentive Plan and the findings to support approval of this request. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on the Town Core Infill Incentive Plan request (PZ-18-17-INF).

Mr. Harmer stated that the Planning and Zoning Commission presents the following findings for the consideration of the Town Council:

1. The Town Core Infill Incentive Plan was lawfully adopted and the District created under the rules and guidelines established by the State of Arizona.
2. The Town Core Infill Incentive Plan seeks to help remedy situations within the Infill Incentive District pertaining to: undeveloped lots; vacant structures; obsolete/inappropriate parcel configurations; and relatively lower investment activity.
3. The subject parcel is within the Infill Incentive District and the conditions and circumstances applicable to this parcel support this request.
4. This request supports The Town of Florence 2020 General Plan Housing Element Objectives to:
  - Promote proper maintenance of both private and public properties and educate and assist property owners whose properties do not meet existing standards; and
  - Encourage the redevelopment and/or substantial revitalization of existing residential areas.

Mr. Billingsley stated that the agenda item is specifically for a Town Incentive Plan request and staff will present to Council at a later date the abandonment issue regarding the right-of-way. He stated that it takes a significant amount of time because the Town needs to notify all the utilities and ensure that there are no conflicts, etc. The Town also wishes to facilitate this as quickly as possible for the Lyon family so that they may complete the project.

Mayor Walter inquired what are the implications, if any, if the Council approves this and then receive negative feedback.

Mr. Billingsley stated that the process has gone smoothly, and staff is confident in the approach. Regarding incentives, the improvements that this would allow is not in the area where the utilities are. The utilities are separated and on their property. The request for approval tonight is to allow them to encroach upon the Town's setbacks with respect to the garage, front yard setback for the pool, and construction of a wall.

Councilmember Wall inquired if the table top appraisal and contract will be included in the future agenda item.

Mr. Billingsley stated that the two items will be included.

Mr. and Mrs. Robert and Tamra Lyon, stated they are happy to be Florence residents. They are both retired and moved to Florence permanently. They have worked with the Development Services Department and the staff has been very helpful in getting their issues resolved.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adopt Resolution No. 1660-18.

**Discussion/Approval/Disapproval of the Re-appointment of Kamian Harmon and appointment of Sara Estrada to the Library Advisory Board, with terms to expire December 31, 2019.**

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that both individuals are highly qualified. If appointed, the Library Advisory Board will be full. The Clerk's Office has been advertising for applicants since October 2017.

On motion of Councilmember Larsen, seconded by Councilmember Guilin, and carried to re-appoint Kamian Harmon and appoint Sara Estrada to the Library Advisory Board, with terms to expire December 31, 2019.

**Discussion/Approval/Disapproval to authorize the Town Manager and Town Attorney to file a Motion to Intervene with the Arizona Corporation Commission on behalf of the Town of Florence in regard to Case Number WS-02987A-18-0050.**

Mr. Billingsley stated that there is a case before the Corporation Commission pertaining to Johnson Utilities. There have been several public hearings regarding this issue. The most current public hearing occurred on March 29, 2018, and at that meeting, the Corporation Commission called out Pinal County, Florence and Queen Creek and asked why they have not intervened and subsequently, provided an extension to allow for the intervention.

Mr. Billingsley stated that the intervention is a motion that is filed to intervene on behalf of our residents so that the Town can track the process.

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

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

On motion of Councilmember Wall, seconded by Vice-Mayor Woolridge, and carried to authorize the Town Manager and Town Attorney to file a Motion to Intervene with the Arizona Corporation Commission on behalf of the Town of Florence in regard to Case Number WS-02987A-18-0050.

**MANAGER'S REPORT**

Mr. Billingsley stated that Arizona Department of Transportation will start its widening project on Interstate 10 near the Town of Picacho beginning on April 13, 2018. This will impact the intersection of I10 and State Route 87. The road will be closed for four days.

Mr. Billingsley stated that Country Thunder will start this week. There will be delays throughout State Route 79.

Mr. Billingsley stated that the Town received a thank you note to the Florence's Teen Council for volunteering at the Women's Club Fashion Show. They provided music and the announcements.

Mr. Billingsley stated the Town received a thank you note for the Town's participation in the Caliente parade in which the Fire and Police departments participated. He stated that there was an emergency during the event and staff was onsite and able to assist.

Mr. Billingsley read an email from Mr. Hughes, which stated:

"I would like to pass along a big thank you and express my appreciation for all the staff at Florence's Recreation Center. My mother is turning 88 on April 2<sup>nd</sup>. She had a fall and broke her knee cap while on vacation. The plans were that we would travel through Arizona and stay with me and my husband for a few days before continuing home. With her leg in a brace, I began to worry about her lack of mobility. She was sitting in my living room for three days and that is not exactly what she had in mind. A friend of hers told her about the assisted living loan program through the Town of Florence. Apparently, she was able to borrow a wheelchair and it made a world of difference in those three days."

## **DEPARTMENT REPORTS**

**Community Services**

**Courts**

**Development Services**

**Finance**

**Fire**

**Police**

The Department Reports were received and filed.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Guilin stated that she attended the Road to Country Thunder event and appreciated the event. It was well attended.

Councilmember Wall stated that she also attended the Road to Country Thunder with their friends from Alaska. Their friends were very impressed with the event. She also met a person

from Baltimore who was impressed with the law enforcement presence at the event in which she stated that she felt very safe.

Councilmember Larsen reminded residents to stay safe while attending Country Thunder. She also attended the Development Summit. The Summit was a great experience for Florence to be a shining light and showcase what it has going on and the future opportunities that are available. She stated that everyone spoke very highly of Mr. Billingsley.

Vice-Mayor Woolridge reminded everyone about Horizon's Open House on April 6, 2018. She wished Councilmember Wall a happy birthday.

Mayor Walter stated that the Town had its first Economic Development Summit and it was very well attended. They had great panels and the questions were thought provoking. She thanked the staff for putting the event on. She stated that the Strategic Plan was approved in 2016 and they are utilizing it; and a lot of great things are happening in Florence.

Mayor Walter stated that the Road to Country Thunder was a successful event. The attendance grows each year. Everyone felt safe at the event and it was appreciated by all. Country Thunder will be a great event and traffic will be heavier in that area.

## **ADOURN TO EXECUTIVE SESSION**

**For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (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 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.**
- e. Possible contract negotiations and discussions related to water credits and Greenstone Water Credits, LLC.**
- f. Town's position on Pulte Home Company, LLC Notice of Claim filed March 26, 2018.**
- g. Possible discussions and contract negotiations with Pulte Home Company L.L.C. related to the Anthem at Merrill Ranch project.**

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

## **ADJOURN FROM EXECUTIVE SESSION**

On motion of Councilmember Larsen, seconded by Vice-Chairman Woolridge, and carried to adjourn from Executive Session.

## **ADJOURNMENT**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to adjourn the meeting at 8:47 pm.

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Tara Walter, Mayor

ATTEST:

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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 April 2, 2018, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, APRIL 23, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL:**

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

**MOMENT OF SILENCE**

Mayor Walter called for a moment of silence.

**PLEDGE OF ALLEGIANCE**

Mayor Walter led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

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

Ms. Bonnie Bariola, Chandler Resident, asked the Council to send the Historic District Advisory Commission to the Historic Preservation Conference in Scottsdale, Arizona, in June 2018. She also asked that staff work with the owners of the three buildings (two of which been combined) located at the southwest corner of Main Street and 6<sup>th</sup> Street, so that they will have their Certificates of Occupancy before the conference in June.

Ms. Bariola stated that she met with staff and inquired what was planned for the future of Florence and staff's response was "what Council directs us to do". She is asking that Council reverse its direction to staff.

Ms. Bariola stated that as a member of the Conference Planning Committee, she was chastised at the planning meeting last week because Florence, which was the very first certified local government in Arizona, has not registered any of the commissioners for either the commission training or the conference. She assured the Committee that she would be attending the Florence Council meeting and share their message.

Ms. Bariola stated that in December 2017, she put together a session for the conference, which included three architects, a property owner and herself, titled "Problems, Pitfalls and Economic Feasibility of Rehabilitating 19<sup>th</sup> and 20<sup>th</sup> Century Buildings in the 21<sup>st</sup> Century". She hoped that the owners of the buildings on Main Street and 6<sup>th</sup> Street would have their Certificates of

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Occupancy by June so that they could be included as examples of promoting Florence and being proactive in both the rehabilitation of historic buildings and being business friendly.

Ms. Bariola stated over the past 30 years she has worked not only in rehabilitating historic buildings in Florence, but also as a senior planner for Pinal County. She helped create San Tan Valley and rezoned the master planned communities in San Tan Valley, beginning with Johnson Ranch, plus all the many others including Anthem when it was within Pinal County. She also introduced both site plan and landscape review to Pinal County for new projects and personally wrote the first Comprehensive Plan for Pinal County, being sure to include large commercial areas throughout Pinal County for regional shopping centers such as Wal-Mart on Hunt Highway. She stated that like many others, she plans for the future, as well as attempt to save some of the past, while working for the present.

Ms. Bariola asked Council to send the Commissioners to the conference and ensure the buildings previously mentioned obtain their Certificates of Occupancy by June 2018.

**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. **Proclaim April 27, 2018 as Arbor Day in the Town of Florence and recognition of the Town of Florence as a Tree City USA community for the 12<sup>th</sup> consecutive year.**
- b. **Approval of the Special Use Agreement with the Florence Aero Modeler Club for the Florence Aero Modeler Park.**
- c. **Approval of re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services, with a new term to expire on June 30, 2018; approval of Task Order No. 5, in an amount not to exceed \$38,709; and ratification increasing Task Order No. 4, by \$12,257.75.**
- d. **Approval of the March 5 and March 19, 2018 Town Council Meeting minutes.**
- e. **Receive and file the following board and commission minutes:**
  - i. **March 8, 2018 Arts and Culture Commission Minutes**
  - ii. **June 1, 2017, October 11, 2017, February 1, 2018 and February 15, 2018 Planning and Zoning Commission Meeting minutes.**
- f. **Notice of Task Orders issued for On-Call Engineering, pursuant to Council approved contract. This item is Information Only.**
  - i. **Responses to the Request for Proposal were received on March 7, 2018, for an Environmental Assessment for the Poston Butte Expansion Project and was awarded to Westland Resources.**
- g. **Approval of entering into a Memorandum of Understanding with the Florence Unified School District - Florence High School, for the donation of up to \$5,000 for the Florence High School Graduation Night Lock In event.**

- h. **Notice of entering into a Common Interest and Confidentiality Agreement with the Town of Queen Creek. This item is for Information Only.**

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

- c. **Approval of re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services, with a new term to expire on June 30, 2018; approval of Task Order No. 5, in an amount not to exceed \$38,709; and ratification increasing Task Order No. 4, by \$12,257.75.**

Councilmember Anderson inquired if the funding would come from the general fund, or the enterprise fund, and if this is included in the rate analysis.

Mr. Brent Billingsley, Town Manager, stated that it would be funded by enterprise funds. The negotiated rate has decreased from previous rates. He stated that the rate analysis includes consultants for these types of services, but not for a specific consultant.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve re-entering into a professional services contract with EUSI, LLC, for Public Works Management Support and Consulting Services, with a new term to expire on June 30, 2018; approval of Task Order No. 5, in an amount not to exceed \$38,709; and ratification increasing Task Order No. 4, by \$12,257.75.

## **NEW BUSINESS**

**Discussion/Approval/Disapproval of the purchase and installation of the Smith & Loveless Mark IX screen and components, including the Smith & Loveless/SCHLOSS 6SWP washer/compactor from Western Environmental, in an amount not to exceed \$117,865.**

Mr. Chris Salas, Development Services Director, stated that the piece of equipment is in dire need of replacement. Staff has nursed this equipment for quite some time and it needs to be replaced.

Mayor Walter inquired about the maintenance on these types of items.

Mr. Salas explained the maintenance program and what it entails.

Mayor Walter inquired how long has the Town been preparing for this purchase.

Mr. Billingsley stated that this piece of equipment is part of the headworks. He stated that this component screens the larger items out that come through the plant. There have been issues with the headworks in the past. This purchase has been in the CIP; however, due to failure issues, the purchase needs to be expedited.

Councilmember Guilin inquired if the purchase will be WIFA funded or revenue funded.

Mr. Salas stated that the purchase would be funded through the enterprise fund. He stated that the headworks was not purchased by the Town, but rather found in a barn by staff members after a flood. Staff retrofitted the headworks and have been using it since.

Mr. Billingsley stated that the WIFA funds have been expended.

Councilmember Guilin stated that the reason she inquired about WIFA funding is because this was part of WIFA funding in the past.

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to approve the purchase and installation of the Smith & Loveless Mark IX screen and components, including the Smith & Loveless/SCHLOSS 6SWP washer/compactor from Western Environmental, in an amount not to exceed \$117,865.

**Resolution No. 1662-18:**

Mayor Walter read Resolution No. 1662-18 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SALE OF THE REMAINING PLOTS OF BLOCK 29 OF THE TOWN OF FLORENCE CEMETERY TO THE TOHONO O'ODHAM NATION, RESCINDING RESOLUTION NO. 544-96, AND ESTABLISHING FUTURE RATES FOR CEMETERY SERVICES AT THE THEN PREVAILING RATE. (Benjamin Bitter)**

This item was removed from the agenda and will appear at a future time.

**Discussion/Approval/Disapproval of a Services Agreement with Common Sense Consulting and Facilitation, to provide assistance to the Greater Florence Chamber of Commerce, with its strategic planning process, in an amount not to exceed \$12,000.**

Mr. Billingsley stated that there are several sections of the Strategic Plan that reference working with local organizations to better Florence and create partnerships. The Town has an annual agreement with the Greater Florence Chamber of Commerce (Chamber) and the agreement has changed considerably over the last three years and has been reduced in terms of funding.

Mr. Billingsley stated that he has taken a different approach with the Chamber this year and inquired of them how the Town and the Chamber can work better together in accomplishing some of the typical duties that the Chamber has in a regional and municipal setting.

Mr. Billingsley stated that they had a joint meeting with the Chamber and one topic was that the Town had worked with the Chamber in the past on regional events and no longer does so. As a result, both entities worked together on the car show. They also asked for assistance on what a chamber is and how it should function. The Chamber was impressed with the strategic planning effort that the Town went through. Staff agreed that the Town would consider assisting the Chamber with a similar strategic planning process, if they chose to do so.

Mr. Billingsley stated that the Chamber wants to move forward with the process. Staff believes it would be beneficial for Karalee Cox, who is the same person who assisted the Town with their

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Strategic Plan, to assist the Chamber with their Strategic Plan. It will cost approximately \$12,000 for the Chamber to do their Strategic Plan.

Councilmember Wall stated that her concern is that the scope is very broad and the cost is high. She stated that it is prudent that the Town take smaller steps in helping the Chamber through this process. She would prefer that they work on a portion of the scope in small increments and implement a specific portion first to see how the Chamber adheres to those individual steps. If so, they can come before Council to continue with additional steps. She would hate for a Plan to be developed and sit on a shelf and not be implemented.

Mr. Billingsley stated that staff can proceed however the Council wishes for staff to do so. If the Council elected to move forward, the Town would select the consultant and would have input into the process.

Councilmember Larsen stated that value is created when there is buy-in. She inquired if the Chamber is going to assist with the cost, and what is the buy-in for the Chamber.

Mr. Billingsley stated that the Town has not had a discussion with them contributing funding or their buy-in.

Councilmember Larsen stated that the Chamber needs to have a vested interest in the Strategic Plan beyond sharing what they like and what ideas they have.

Councilmember Guilin inquired if the Chamber represents others outside of Florence.

Mr. Billingsley stated that they have membership outside of Florence.

Councilmember Guilin stated that she is not in favor of the Town funding this project. She stated that they generate revenues from their dues and various fees. They should have ownership for this project and the Town should assist them; however, not by paying for the study.

Councilmember Hawkins stated that the money should be used to promote Florence or for special events. He stated that one of the Chamber goals is to promote Florence and the Town should not have to guide them in that direction; they should already know that.

Councilmember Anderson requested a joint meeting with the Chamber to discuss what they can do for each other.

Vice-Mayor Woolridge stated that she agrees with all of the comments. She stated that there has not been a lot of consistency at the Chamber and unfortunately, this can be problematic. The Town can spend money on the plan; however, it may just end up on a shelf. She stated that the Chamber needs to have some buy-in as well.

Mayor Walter asked that the Town have a work session with the Chamber. She wished someone from the Chamber would have been present at the Council meeting so that this item could be discussed with them.

Mr. Billingsley stated that he also wished that a member of the Chamber would have come to the Council meeting. The Chamber did not attend the Economic Development Forum either. He stated that staff will work toward having a joint meeting between the Town Council and Chamber.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to disapprove the Services Agreement with Common Sense Consulting and Facilitation, to provide assistance to the Greater Florence Chamber of Commerce, with its strategic planning process, in an amount not to exceed \$12,000.

**Resolution No. 1663-18:**

Mayor Walter read Resolution No. 1663-18 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY.**

Mr. Scott Barber, Human Resources Director, stated that the Personnel Policy amendments are due to an Administrative policy to have the Town Manager sign into effect May 1, 2018, for the conversion of vacation leave into time-paid-out to the employee. He stated that the Town established an Employee Incentives Committee, which is charged with the responsibility of planning employee events, along with a number of other responsibilities.

Mr. Barber stated that the vacation buy-back option was presented to the Committee and was accepted. Staff adopted an Administrative Policy, which would require an amendment to the Florence Personnel Policy. The current Town Personnel Policy provides for the conversion of sick leave hours to vacation leave hours each year with certain conditions. It doesn't make any sense to continue to allow the sick-to-vacation conversion, and then have a policy which provides for payment for vacation leave. Therefore, staff is bringing amendments to the vacation and sick leave provisions of the Town's Personnel Policy to eliminate the conversion language in favor of the buy-back provisions of the Administrative Policy which is ready for the Town Manager's approval.

Mr. Barber stated that the Vacation Leave Buy-Back Administrative Policy would allow employees to receive compensation for unused accrued vacation leave hours each year. It is subject to requirements for usage during the year, a minimum leave balance and funding.

Mr. Barber stated that under the Administrative Policy, they are proposing a twelve-month period that ends on the last day of the last pay period in April of each year. If an employee has used 40 hours of vacation in the prior twelve-month period and has 80 hours on the books, they are eligible to participate in the program. Participation is completely voluntary. Staff will be able to redeem between 8 and 40 hours if they qualify. The program will be funded each year on the anticipated fund balance for the current fiscal year.

Mr. Barber explained that the Finance Director, prior to the opening window for the program, will have made projections about the departmental expenditures of the department budgets and this will determine if the program can be funded for the upcoming year.

Mr. Barber outlined the five significant impacts that provide the rationale for the new leave buy-back policy:

- It is an added benefit for our employees.
- Allowing employees to redeem unused accrued vacation leave each year which means the leave value is at the employee's current hourly rate, as opposed to the employee's pay rate at the time of separation or retirement which is generally higher.
- Hours sold back each year are deducted from the Town's overall financial liability for accrued vacation leave hours.
- Public safety employees who opt to redeem vacation leave hours instead of taking the time off don't have to be replaced when absent, thereby eliminating the additional cost of overtime (and bump-up pay in Fire).
- Both the Arizona State Retirement System and the Public Safety Retirement System confirmed that dollars paid out of this program are not pensionable.

Mr. Barber stated that the proposed leave buy-back policy, subject to usage and balance requirements, allows as few as eight hours and as many as 40 hours to be redeemed yearly, and is completely voluntary. It is all but impossible to project the potential cost of the program. Finance Director Mr. Jarvis has reviewed information from 2017 and determined that if the program had been in place last year, and if all employees eligible for the program at the end of calendar 2017 had participated at the 40-hour level, the cost would have been approximately \$83,000. For the reasons listed, this is a maximum number and the actual cost will likely be much lower.

Councilmember Wall inquired if the changes will affect the sick leave donation program.

Mr. Barber explained that the sick leave donation program will not be affected.

Councilmember Anderson inquired how often a person can convert their time.

Mr. Barber stated that the conversion can only take place one time per year.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1663-18.

### **Discussion/Approval/Disapproval for the Town Manager to enter into an agreement with CGI Communications, for the Community Showcase Video Program.**

Mr. Benjamin Bitter, Assistant to the Town Manager, stated that Mayor Walter put the Town into contact with CGI Communications, Inc. (CGI). CGI has a national sponsorship with the National League of Cities to promote communities across the country. They promote communities through videos that they produce, at their expense, for each of the communities and host the videos themselves. He stated that the Town would be responsible for providing content, such as pictures and access to people in the community to be interviewed for the videos.

Mr. Bitter stated that the video will be integrated within the Town's website. The video has the appearance that it is produced and sponsored by the Town.

Mr. Bitter showed the video that was produced for Avondale, Arizona, using CGI.

Mayor Walter stated that the non-profits offer the same type of service to the Town at no cost to the Town.

Mr. Bitter explained that there is not a minimum number of advertisers required for this service, and the service will always be free of charge to the Town. The Town has the ability to limit the advertisers, based on content. He stated that Wickenburg has the product and they have relayed to the Town that it can take approximately five months to go through the process.

Councilmember Hawkins stated that it is great that they can promote Florence without any cost to the Town.

Councilmember Anderson inquired who pays for the services.

Mayor Walter stated that the Town is allowed access as a benefit of being a National League member. Payment is done through coordination with businesses who advertise on their site.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Town Manager to enter into an agreement with CGI Communications, for the Community Showcase Video Program.

**Consideration of the Design Review Appeal by Reverend Kevin McGinnis, Mosaic Church of the Nazarene, located at 5431 W. Merrill Ranch Parkway, Florence, Arizona, for Design Review Case PZ-17-51-DR, regarding the removal of Condition Item #13: *Prior to issuance of a Certificate of Occupancy, the applicant will provide an approved secondary all-weather emergency accessway to the new church facility for fire apparatus, in a manner acceptable to the Town.***

Mr. Larry Harmer, Planning Manager, stated that the appeal is for the Planning and Zoning Commission's action with regards to the Mosaic Church of the Nazarene Design Review Case PZ-17-51-DR request for relief from Item #13: Prior to issuance of a Certificate of Occupancy, the applicant will provide an approved secondary all-weather emergency accessway to the new church facility for fire apparatus, in a manner acceptable to the Town.

Mr. Harmer stated that the overall master site is located at the southwest corner of Merrill Ranch Parkway and Felix Road. Phase I contains the initial structure and has been going through tenant improvements. There is a turnaround that has been accepted by the Fire Department as an emergency vehicle turnaround from the parking lot and its access is off Merrill Ranch Parkway.

Mr. Harmer stated that the Planning and Zoning Commission first heard this item in 2014. He stated that Condition # 13 was not part of the approval at that time. He stated that the approval expired after 12 months. He stated that they re-approved the request in February 2018 but added Condition # 13 prior to the issuance of the Certificate of Occupancy; which is what is under appeal.

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Mr. Harmer stated that the Planning and Zoning Commission's rationale is that there has been an increase in traffic since the initial approval and that the single driveway for Phase I is restricted to a right-in, right-out, turning movement only. There was also general concern regarding emergency vehicles attempting to access the site northbound on Felix Road.

Mr. Harmer stated that the Fire Department has evaluated this site on two separate occasions to reaffirm their position. The Phase I building, now in existence is sprinkled and within 300 feet of the roadway. The single, temporary access from Merrill Ranch Parkway is acceptable, provided that the onsite turnaround is installed as part of Phase I, which it has been; and that the second permanent access would be constructed off of Felix Road, as part of the Phase II development, when it occurs.

Mr. Harmer stated that the possible actions of the Council are:

- Approve the appeal and remove Condition No. 13
- Deny the appeal and uphold Condition No. 13
- Approve the appeal with any additional modifications that the Council deems appropriate

Mr. Harmer stated that the following individuals are present to answer any of Council's questions:

- Applicant and applicant representatives
- Representatives from the Fire Department

Reverend Kevin Brian McGinnis, Pastor of the Mosaic Church of the Nazarene Church, stated that it has been a very long process from them. He stated that the initial approval met the Fire Department's requirements. He stated that the argument was what would happen if Fire Station 2 was on a call and an incident occurred at the church in which Fire Station 1 responded and had to access the church via Felix Road toward Merrill Ranch Parkway. He stated that it is acceptable to the Fire Department, so he appealed the cut-in and adding of the road, as it would cost undue stress to the congregation with regards to payment as well as postpone them from entering the building since they are currently meeting on the patio.

Reverend McGinnis stated that it is getting warmer and they are weeks from getting in. If they were to add this new condition it would be a substantial addition to the cost. The suggested cut-in would not be acceptable to Pulte since they are developing the corner. The suggestion was to do the cut-in just south of the building, across from Felix Road, across the backway. There is a turnaround, as well as a fire plug right next to the building and the building has an amazing fire suppression system. The fire suppression system, being what it is, he anticipates, if, and very rarely, would they ever have a fire, the suppression system would work and would be out before the Fire Department would be able to arrive.

Councilmember Guilin inquired what the anticipated cost would be.

Reverend McGinnis replied that the cost would be approximately \$10,000.

Councilmember Anderson inquired if the current turnaround is paved.

Reverend McGinnis stated that the turnaround is aggregate.

Councilmember Anderson inquire if the aggregate meets the current Code.

Reverend McGinnis stated that everything on the project meets the current Code. He stated that the decision by the Planning and Zoning Commission was based on words like “things I would like to see” and “how I feel about it”; however, no one asked the church “how they feel about” or “what they would like”. They have been expected to meet the Codes, and they have met all of the Codes and all of the expectations of, which the Fire Department has approved, and it is more than safe.

Councilmember Anderson asked Mr. Chris Salas, Development Services Director, if the parking lot meets the Town Code.

Mr. Harmer stated that this is a temporary facility that is acceptable to the Fire Department. It is a compressed aggregate surface which will withstand the weight of emergency vehicles and will be removed at a future time as the expansion and the development of the site plan continues.

Councilmember Anderson stated that his concern is that it took them four years to get this far. These are his neighbors and friends and wants them to be safe, have a good parking lot that they meet Code.

Reverend McGinnis stated that it meets the Code.

Mayor Walter stated that it is her understanding from the Fire Department’s perspective and from the Public Work’s perspective, it meets Code as it is right now. In the future, should it turn into a permanent turnaround, there is a plan to adjust it. She equates it to almost to where Pulte has a baseball field.

Mr. Chris Salas, Development Services Director, apologized for turning over the microphone to Mr. Harmer; however, he thought the question was about parking, but it was about the turnaround and he misunderstood the original question. The original question posed was “does the turnaround meet the parking code?”. The turnaround meets the requirements listed in the International Fire Code.

Councilmember Anderson stated that he is referring to the Town Code. The Town Code is very clear about parking lots that need to be paved with asphalt or concrete.

Mr. Salas agreed with Councilmember Anderson but clarified that the question is regarding the turnaround and the turnaround is not a space for parking. He stated that you are not allowed to park in any part of a fire access road or part of a turnaround. It should also be signed accordingly that no parking is allowed so that the apparatus may turn around. The turnaround is

not part of the parking requirement for the parking surface. The turnaround itself is 95% compacted aggregate base course that is listed in the International Fire Code and it does meet the Code. Mr. Kemp, Fire Marshall, has done the inspections.

Councilmember Anderson stated that he is not concerned about the Fire Code, he is concerned about the parking codes. All of Florence's streets and parking lots need to be paved. He did not know that they had a code for temporary parking. He requested to see the Code for turnarounds.

Mr. Salas explained that the turnaround is not part of the parking.

Councilmember Larsen stated that they are using a lot of temporary words. She inquired what the future goals are regarding expansion and a permanent turnaround. She inquired as to what the expected time frame is or a goal that they are looking at.

Reverend McGinnis stated that they have been working diligently to get into the property. He stated that he is unable to plan for dates until he is on the property. Every penny that is donated by these people who live here (taxpayers) goes toward getting us into the building and that will free up money when we are no longer paying to build the building for them to expand the parking lot. The first priority will be to expand the parking lot. He stated that Phase II is the completion of the expansion of the entire masterplan's parking lot. The parking lot will be the next project before the main sanctuary is built. This would provide new access off Felix Road.

Councilmember Anderson inquired if this would be a Conditional Certificate of Occupancy.

Mr. Salas stated that Reverend McGinnis has not reached out for a Certificate of Occupancy or a Temporary Certificate of Occupancy. The Town treats a Temporary Certificate of Occupancy as a means of training employees or stocking shelves. The Town does not allow the use of Temporary Certificate of Occupancy for use of the building, that is not the intent of the Certificate of Occupancy.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to approve the appeal for Design Review Case PZ-17-51DR, removing Condition Item #13: *Prior to issuance of a Certificate of Occupancy, the applicant will provide an approved secondary all-weather emergency accessway to the new church facility for fire apparatus, in a manner acceptable to the Town.*

## **MANAGER'S REPORT**

Mr. Billingsley stated that he received a memo that the Florence Unified School District is planning for a walk out for this Thursday, and possibly Friday and maybe longer. He stated that the Community Services Department will offer intersession services on April 26 and April 27, 2018, to help those affected by the teachers' walk off and the closing of the schools. The Community Services Department will provide the same services that they offer during their intersession program during the walk out.

Mayor Walter state that updates will be provided on the District's website as well as through various social medias.

## **CALL TO THE PUBLIC**

There were no public comments.

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

Councilmember Larsen stated that the staff and Council have their citizens' best interests and work diligently for the citizens. There are many times that things are being worked on and it isn't until they are almost complete with an item before it comes to Council for consideration; however, the Council is kept informed throughout the entire process.

Councilmember Wall stated that she attended the 2<sup>nd</sup> Annual Teen Leadership Symposium and was very impressed with the energy and involvement that the teens had during the conference. It was an all-day event that included breakfast and lunch. The teens were very excited and engaged. The break-out sessions were also very motivating. Mr. Kim "Koko" Hunter, Teen Leader, and David Lewis, Recreation Leader III, did a great job and she thanked them for organizing a great event.

Councilmember Anderson attended the Pinal Partnership meeting. They have a different panel at each meeting and discuss a variety of topics. This panel was comprised of three individuals who are involved in their community, public relations, and dealing with the State Legislature. The focus was for them to share what was going on at the State Legislature.

Councilmember Anderson stated that Ms. Jordan Rose, Rose Law Group, PC, was the moderator and her first question was regarding education. The first panelist answered that he was very pleased that Governor Ducey had provided a 20% pay raise for the teachers over the next three years. He was so pleased that the Governor had tried to head off a strike. When he said that, there were people in the audience that booed him. Many stood up with their replies stating that it was not a strike but a walk out.

Councilmember Anderson stated that the Governor has put together a plan and has no funding for it. The public really tore into the individual. Ms. Rose let the other panelists voice their opinions. There were many individuals in the audience that voiced their opinions as well.

Councilmember Anderson stated the Ms. Rose then wanted to discuss water issues. He stated that one member of the Augmentation Board spoke for approximately 15 minutes regarding the State Legislature, the Arizona Department of Water Resources and that the Governor had dropped the ball on all of the water issues. He stated that the Pinal County AMA is being challenged by the Pima and Maricopa AMAs and they want to take over some of the Pinal County's water allocations. He stated that it is important to stay on top of these issues.

Councilmember Guilin stated that it is very important for its members to attend the Historic Preservation Conference and inquired about funding to for the conference. She stated that the cost is not significant. She stated that the Town was able to receive grants in the past. She would like funding to be available to send the members to the conference.

Councilmember Hawkins stated that America's Run for the Fallen is an organization in which its members will run from Fort Irvin, California to Arlington Cemetery. They are honoring over 19,000 men and women who have died since October 12, 2000, during the war on terrorism. Their mission is blazing a tribute trail across America that would recognize each service member who served and died as a result of the terrorism on war. It will take four months for them to complete their run. He noted that the members will be physically running. The Welcoming of the Flags will be held at the American Legion tomorrow, April 24, 2018. They will also have a meal for the gold star families that have lost loved ones during their mission. He invited the public to cheer them on as they come into Town and to support them.

Mayor Walter thanked the Community Services Department for stepping up and helping the families while there is no school. She also thanked the Florence Unified School District for providing breakfast and lunches for the students during this time as well.

## **ADJOURNMENT**

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn the meeting at 7:09 pm.

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Tara Walter, Mayor

ATTEST:

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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 April 23, 2018, and that the meeting was duly called to order and that a quorum was present.

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Lisa Garcia, Town Clerk

**MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION  
REGULAR MEETING HELD ON THURSDAY, APRIL 12, 2018 AT 2:30 P.M. IN  
RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.**

**1. CALL TO ORDER**

Chair Rankin called the meeting to order at 2:30 p.m.

**2. ROLL CALL:**

Present: Curran, Hagemann, Noack, Rankin

Absent:

**3. PLEDGE OF ALLEGIANCE**

**4. NEW BUSINESS**

**a. Discussion/Approval/Disapproval of Minutes from the March 8, 2018 Regular Meeting.**

On motion by Commissioner Curran, seconded by Vice-Chair Noack, and carried to approve the minutes from the March 8, 2018 regular meeting.

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

Liaison Bryan Hughes updated the Commission on Drum Circle and Open Studio.

Liaison Hughes asked the Commission to give feedback on the Chalk Walk event that was hosted at the Road to Country Thunder event.

Commissioner Hagemann suggested having a sign or banner hung up at the event to give exposure to the Arts and Culture Commission.

Liaison Hughes also suggested having informational tri-folds created so attendees may take with them.

Chair Rankin stated that Open Studio attendance is lessening as winter visitors are leaving.

Commissioner Hagemann stated her Drum Circle is still well attended.

**c. Discussion/Approval/Disapproval of Arts and Culture Programming – Summer 2018.**

Liaison Hughes suggested to the Commission to continue offering Drum Circle through the Summer.

Liaison Hughes also suggested the Commission possibly host a fine art day at the Intersession program that is hosted by Community Services.

**d. Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts grant opportunities.**

Liaison Hughes stated there is an opportunity for a non-competitive (Staff review) grant the Commission will apply for.

**e. Discussion/Approval/Disapproval of future Suter House art exhibits.**

Commissioner Curran spoke about the Pedro Guerrero 101 Photo exhibit. Commissioner Curran stated the Pedro Guerrero 101 exhibit was initially suggested to be hosted on September 5<sup>th</sup> as that is Mr. Guerrero's Birthday, but Commissioner Curran may not be in Town for the event. Commissioner Curran stated the Commission may host another concert in the Fall.

**f. Discussion/Approval/Disapproval of a public art requirement in the Town of zoning ordinance.**

Liaison Hughes spoke to the Commission about different Communities that have a 1% public art requirement in their city/town ordinance for housing developers. Liaison Hughes stated there are many options in the matter of receiving public art from a developer, some give a check or purchase an actual art piece. Liaison Hughes suggested working with Development Services on possibly having this implemented in the Town's zoning ordinance.

**g. Discussion/Approval/Disapproval of possible display of temporary public art on vacant private and public parcels on Historic Downtown Florence.**

Liaison Hughes introduced Nancy Larsen to the Commission. Ms. Larsen discussed her experience with the Sculpture Walk in Sioux Falls, SD.

**h. Discussion/Approval/Disapproval of a partnership with a state university or the higher educational institution for display of temporary public art.**

Nancy Larsen discussed possibly partnership with college students to display their art temporarily. Ms. Larsen has a student at her workplace that may be able to help with such arrangement.

**i. Discussion/Approval/Disapproval of Florence Veterans Memorial.**

Liaison Hughes asked the Commission for a volunteer to replace Jo Cochran in the planning of a Florence Veterans Memorial. Vice-Chair Noack will replace Jo.

## **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**

## **7. ADJOURNMENT**

On motion by Commissioner Curran, seconded by Commissioner Hagemann, and carried to adjourn the meeting at 3:16 P.M.

Approved:

  
Ann Rankin, Chairman

**Posted 11th day of May 2018, 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).**

**REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY OCTOBER 25, 2017, AT 6:00 PM, IN THE FLORENCE COMMUNITY CENTER, RUGGLES 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

Chairwoman Wheeler called the meeting to order at 6:00 P.M.

**ROLL CALL:**

Present: Wheeler, Adam, Smith, Reid, Schmidt

Absent: Novotny and Knight

**PLEDGE OF ALLEGIANCE**

Commissioner Reid led the Pledge of Allegiance.

**DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the regular meeting conducted on July 26, 2017.

Vice-Chairman Adam requested the following additions to the minutes.

- Vice-Chairman Adam stated that the Commission had an in-depth work session with Mr. Gilbert Olgin and Mr. Clifford Mattice to review the blight issue and code enforcement and how other Towns handle these areas. Staff & Counsel had presented two similar Town's codes - Tempe being the one that was most similar to the Town. Mr. Mattice was asked to find out if their blight enforcement was working or not, and the reasons it did or didn't work. (To be added as the second paragraph under Discussion of the HDAC Procedures.)
- Vice-Chairman Adam stated that the Ordinance states that the Commission should have professionals in the field such as architects, which we don't have. Vice-Chairman Adam inquired if who the Town uses when this type of advice is required. (To be added as the second to last paragraph just before the paragraph beginning: "Ms. Orton stated that the Town utilizes Pinal County....")
- Vice-Chairman Adam noted that Staff omitted Tax Incentives for Commercial Buildings, which are far larger than residential, and are more complex requiring close work with the Town Building Department to meet State & Federal guidelines. Adam again pointed out there was a comprehensive presentation done for property owners by previous Staff and SHPO and that the video tape is available on the Town website. Adam also stated that Town Staff and SHPO had agreed to be more proactive with property owners for commercial buildings because agreement must be reached before building permits are issued and work is begun. (To be directly after the first paragraph under Tax Incentives.)

- GIS Mapping Tool: on 7/26/17, Commissioner Adam asked the status of adding the additional information relating to each property in the District to supplement the official "Inventory" in the Mapping Tool to share with the public. (Paragraph 4 beginning "Ms. Orton" makes no mention of the request, but responds about Parks and Rec.) Ms. Orton stated that she had asked the Town Manager and he said no because this information was for planning purposes for the Home Tour.

Vice-Chair Adam corrected Ms. Orton and said that it was not a planning tool for the Home Tour, but rather the result of updated and more comprehensive information gleaned from property owners and family members in preparing for the Home Tour. Vice-Chair Adam further asked that Ms. Orton clarify with the Town Manager and pursue adding this information to the Mapping Tool as it was already agreed upon by previous staff.

- Community Meeting:

Vice-Chair Adam specifically referenced the Smith building where HDAC was reviewing a facade design review the same week the Building Department was shutting the business down due to life safety issues. Vice-Chair Adam inquired if there isn't some sort of communication between the Planners and the Building staff.

Ms. Orton stated that there is not a formal process.

Vice-Chair Adam inquired if there shouldn't be some sort of review with both sides of the department on a building by building basis to better coordinate. (To be added to page 5, 3<sup>rd</sup> paragraph beginning: "Vice-Chair Adam stated.")

On motion of Commissioner Reid, seconded by Commissioner Smith and carried to approve the minutes of July 26, 2017 as amended.

**Discussion/Approval/Disapproval** of the minutes of the regular meeting held on August 30, 2017.

Commissioner Reid suggested that the 1<sup>st</sup> paragraph on Page 4 of 6 be amended. She felt most of the credit for the progress of the Home Tour Committee should be attributed to John Nixon and Alison Feliz who did most of work.

On motion of Commissioner Reid, seconded by Commissioner Smith and carried to approve the minutes of August 30, 2017 as amended.

### **New Business:**

#### **363 N. Main Street**

Chairman Wheeler noted that Vice-Chair Adam will be recusing herself from the discussion and action on this application.

Mr. Chris Salas, Development Services Director/Town Engineer, provided the context for the application. The application of Elizabeth Manley and Torey Malatia to seek approval to repair an adobe wall that was damaged from the adjacent building. The property is located at 363 N. Main Street. The adjacent building was destroyed by fire in February 2014. When the rubble was removed from the destroyed property it caused damage to the north side of the applicant's building. The building is a contributing structure to the "National Register", Sonoran style, built in the Mid 1870s. The building is currently vacant.

Ms. Kari Maud Bradley was authorized by the applicant to represent the applicants in the application process. Ms. Bradley attended the meeting to answer any questions.

The Staff report included photographs of the damaged areas noting that the applicant hired Starling Madison Lofquist, Inc. to complete an assessment of the structural integrity of the north side of the building. The report of Starling Madison Lofquist, Inc. dated July 31, 2017 outlined the repairs to be made. Items 1-7 were detailed as to the work to be done and for which the applicant is seeking approval of the Commission.

Some questions were made to Chris Salas, Development Services Director, regarding the application.

On motion of Commissioner Smith, seconded by Commissioner Reid to approve the following:

Pursuant to Staff findings, the application is compliant with all applicable codes and it is staff's recommendation to approve application PZ-17-49 subject to the following conditions:

1. Design Review approval through HDAC shall expire in one year from approval date (October 25, 2018), if a building permit is not issued for the subject construction within said period.
2. Project shall comply with all applicable Town Development Codes, Secretary of the Interior's Standards for Rehabilitation. Florence Townsite Historic District Preservation Guidelines and all applicable building, fire and engineering codes.

Attachments: Photos  
Application  
Narrative  
Construction Plan  
Structural Damage Assessment

Prior to the vote the Commissioners reminded Mr. Salas that the owner needs to be made aware of the state tax incentive in the event that the owner is eligible.

### **Home Tour Update – Commissioner Reid**

Commissioner Reid updated the Commission on the progress of the Home Tour Committee. The Maricopa high school will be putting on a play related to the master swindler known as the "Baron of Arizona". The museum will have on display documents

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related to the Baron and his representations. There will be 3 trolleys to assist visitors in accessing houses on the home tour.

### **Presentation by Development Services**

1. Update of the Town of Florence Code Enforcement Manual- Salas indicated plans for a new code enforcement manual and invited comments from Commission. Sala wanted to return to when the Town did more code enforcement.
2. Update of the Town of Florence Development Code Amendment – Technical Codes – Section 150-300 Codes Adopted. This amendment will allow the Town to amend sections of the Town Code when there are changes to the Federal codes.

Mr. Chris Salas stated that there was a third item under this topic regarding when review of applications need not come to the HDAC. The members of the Commission were not aware of this addition to the agenda. It was suggested that perhaps that this item be on a future agenda since the Commission did not have warning to think about this discussion. Mr. Salas indicated that the agenda had been amended and posted. Commissioners receive their packets either by email or by the Development office. Those who received the packet by email did not have this item on the agenda.

Vice-Chair Adam stated that a “Certificate of No Effect” is used by many other towns to alleviate property owners from having to have a formal Design Review approved before proceeding to work on their properties where there is no substantial change to the existing structure. Current code triggers a Design Review any time a Building Permit is pulled. Commissioner Adam suggested a member of Town Staff and one Commissioner, could sign off on work without a Design Review where there is “no effect”, and then present the case to the Commission so everyone is fully informed.

Mr. Salas inquired if the Commission needed to do Design Reviews for such things as when a plumbing permit was pulled.

The Commission was unanimous in agreement that it did not need to review in that case. Mr. Salas stated that the Ordinance said the Design Review was triggered for any type of Permit.

Commissioner Adam stated the Commission had never done Design Reviews in the past relating to purely internal work - only when external permits were pulled.

Chairman Wheeler noted that in her experience with the Commission they were never expected to review interior related applications.

Commissioner Reid and Commissioner Smith noted that the “Florence Townsite Historic District Preservation Design Guidelines Town of Florence, Arizona” defines what applications are to come before the Commission.

### **CALL TO THE PUBLIC/COMMISSION RESPONSES:**

Bruce Fenstermaker of Florence noted recent concerns about the Cuen House and described various sources for rehabilitation of adobe buildings.

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

Vice-Chair Adam stated that in the July 26, 2017 minutes it references the Town utilizing the "Pinal County Historic Preservation" for expertise. Vice-Chair Adam inquired as to which organization that was.

Mr. Salas stated that he contacts peers in other towns for that expertise.

Commissioner Wheeler noted there is a need for a Professional Planner on Town staff.

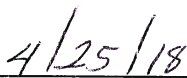
Mr. Salas stated that the Town currently outsources the services of a Professional Planner who is in the Development Services office twice a week to handle applications.

Mr. Lisa Garcia, Town Clerk, noted that the hiring process is underway for a Professional Planner.

Commissioners expressed the need for staffing in the Planning Office.

On motion of Commissioner Reid, seconded by Commissioner Adam, and passed to adjourn the meeting at 7:20 p.m.

  
\_\_\_\_\_  
Chairman Betty Wheeler

  
\_\_\_\_\_  
Date

**REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY MARCH 28, 2018, AT 6:00 PM, AT THE FLORENCE TOWN HALL, 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**CALL TO ORDER**

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

**ROLL CALL**

Present: Wheeler, Adam, Smith, Reid, Schmidt, Knight, Novotny and Town Council Liaison Guilin

**PLEDGE OF ALLEGIANCE**

Chairman Wheeler led the Pledge of Allegiance

**DISCUSSION/APPROVAL/DISAPPROVAL of previous meeting minutes**

There were no minutes presented for approval at this time.

**NEW BUSINESS**

A. Introduction of New Planning Manager, Larry Harmer

Mr. Harmer introduced himself to the Commission and provided a brief description of his background and experience.

B. General discussion regarding goals and future work program for HDAC

Mr. Harmer introduced the item and initiated an informal brainstorming session by asking the Commission to respond to several questions. The questions and responses were:

- What do you see as key issues facing the HDAC in its efforts to preserve and enrich the Historic Downtown area?
  - 'Demolition by Neglect' ... losing buildings due to neglecting routine maintenance.
  - Absentee ownership ... owners not caring.
  - Fire damage, generally due to neglect.
  - Abandoned signs.
  - Lack of community relations and information.
  - Town staff turn-over ... 'a ship without a captain'.

- What do you like most about Florence and its historic downtown?
  - Friendly.
  - Sense of community.
  - It's history.
  - The small town feel.
  - Family roots.
  - Safe and quiet.
  - 'Home again'
  
- What makes Historic Downtown Florence unique?
  - It's authentic.
  - Broad knowledge of the Town's history and historic families.
  - Personal stories and connections.
  - It's a 'Real Town'.
  - Last of adobe commercial structures in the State.
  
- What do you like least?
  - Trash and junk on many properties.
  - Abandoned buildings.
  - Lack of interest by those who have left and lack of connection to the Town's history.
  - Lack of follow-thru on opportunities.
  - Lack of reasons to come to the Downtown.
  - Lack of rooftops to attract larger retail.
  - Light poles and hydrants in sidewalks.
  - Tax incentives for new development outside of the Downtown.
  - Scale of new buildings is too large (specifically, the new Circle K).

A general discussion occurred as each question was offered. Also, a clarification regarding tax incentives was presented by Council Liaison Guilin, who stated that, to date, the Town has not given incentives to new development. Rather, new development pays its own way with Development Impact Fees, construction sales taxes and the creation of Community Facilities Districts (CFD) to fund major infrastructure that serves the development. Property owners within the development pay for the CFD through property assessments.

## **NEW BUSINESS**

### **A. Wireless Fire Alarms in the Historic District**

HDAC Regular Meeting Minutes

March 28, 2018

Page | 2

Mr. Harmer made the Commission aware of the new Wireless Fire Alarm System option now available for commercial buildings in the Florence Historic District. This system is anticipated to reduce costs for required fire alarm systems.

#### B. Building Safety Month

Mr. Harmer announced that the Town will be participating in Building Safety Month activities during the month of May 2018. One of those activities will be an informational vendors fair. HDAC has been invited to participate by setting up a display and distribute information regarding Downtown Florence preservation efforts. He also suggested that the HDAC booth might be shared with the Pinal Count Historical Museum. Additional information will be provided to the Commission as the event schedule is finalized.

#### CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Historic District Advisory 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

Commissioner Smith requested that Town staff consider sponsoring a public meeting to discuss the details of the wireless alarm system.

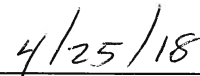
Vice-Chair Adam requested that since the Commission has been meeting somewhat infrequently, that draft meeting minutes be distributed prior to the next scheduled meeting.

Commission Novotny asked if the Town could watch for and remove shoes that have been tied together and thrown across over-head lines.

#### ADJOURNMENT

On a motion by Chairman Wheeler, seconded by Vice-Chairman Adam, Chairman Wheeler adjourned the meeting at 7:10 pm.

  
\_\_\_\_\_  
Betty Wheeler

  
\_\_\_\_\_  
Date

## **TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD**

**MINUTES FROM THE REGULAR MEETING HELD ON THURSDAY, OCTOBER 26, 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 6:01 P.M.

### **2. ROLL CALL:**

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

Absent: Donald Woolridge

### **3. PLEDGE OF ALLEGIANCE**

### **4. PRESENTATION**

#### **a. Presentation on Upcoming Special Events. (Alison Feliz)**

Alison Feliz gave a quick presentation to the Board of all upcoming special events.

### **5. NEW BUSINESS**

#### **a. Discussion/Approval/Disapproval of Minutes from the July 27, 2017 Regular Meeting.**

On motion by Boardmember Smith, seconded by Boardmember Williams, and carried to approve the minutes of the July 27, 2017 regular meeting.

#### **b. Update on the Florence Teen Council. (Alison Feliz)**

Liaison Feliz updated the Board of events and projects the Florence Teen Council have participated in. In September, the FTC had two meetings, participated in three events and completed one service project. The FTC members cleaned a mile stretch of Hunt Highway as their service project. The FTC will be participating in the Make a Difference Day on Saturday, October 28, 2017, they will be sanding and painting the Ramadas and picnic tables at Main Street Park. On Tuesday, October 31<sup>st</sup>, the FTC will be hosting a Haunted House at the American Legion from 6:00 P.M. – 8:00 P.M.

Liaison Bryan Hughes mentioned to the Board that the FTC is hoping to host the Teen Symposium again, tentative date for this event is February 24, 2018.

#### **c. Update on the PetSafe “Bark for Your Park” Grant. (Bryan Hughes)**

Liaison Hughes informed the Board that Staff member John Nixon had applied for and was granted a grant from PetSafe, a Company out of Tennessee, for the Florence Central Bark Park. Liaison Hughes stated that the \$10,000.00 grant was spent on agility equipment, trees, irrigation, improvements to the fencing and updated signage. Liaison Hughes mentioned that signage had to include the PetSafe label as part of the grant agreement.

Liaison John Nixon spoke a little about the application process to the Board. Liaison Nixon mentioned that the grant was offered Nationwide, and we were one of 10 winners in the category he applied for and the only Municipality in the State of Arizona.

## **6. STAFF REPORTS**

### **a. Senior Center (Laura Carter)**

Laura Carter from the Senior Center updated the Board of Senior Center happenings. Open enrollment is currently going on. Feed the Veterans for Free is on November 9, 2017, trip to the International Wild Life Museum is scheduled for November 15, 2017. The Senior Center hosted a presentation for My Dr. Now.

### **b. Park Maintenance (Bryan Hughes)**

Liaison Hughes updated the Board of Park Maintenance projects. Overseeding is completed, did not over seed ballfields, soccer fields and Little League Park. Planter boxes were removed that surrounded some trees at Jaques Square.

### **c. Arts and Culture Commission (Bryan Hughes)**

Liaison Hughes mentioned to the Board that the Arts and Culture Commission was back to its monthly meeting schedule. Suter House is being used for many programs and events, one being the Drum Circle with an estimated amount of 19 participants. The Kite Festival had 29 participants. Box Pony/Box Bull will be put on again, hopefully there will be more participants than last year. Liaison Hughes stated that the Arts and Culture Commission is considering to possibly redo the mural on Main St.

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

Ruth Harrison

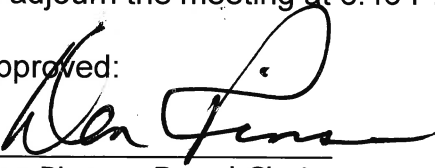
**CALL TO THE PUBLIC FOR PUBLIC COMMENT ON ISSUES WITHIN THE JURISDICTION OF THE TOWN OF FLORENCE PARKS AND RECREATION ADVISORY BOARD. COUNCIL RULES LIMIT PUBLIC COMMENT TO THREE MINUTES. INDIVIDUAL MEMBERS MAY RESPOND TO CRITICISM MADE BY THOSE COMMENTING, MAY ASK STAFF TO REVIEW A MATTER RAISED OR 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.**

## **8. CALL TO THE BOARD – CURRENT EVENTS ONLY**

## **9. ADJOURNAMENT**

On motion by Vice-Chair Fenstermaker, seconded by Boardmember Smith, and carried to adjourn the meeting at 6:46 P.M.

Approved:

  
Don Pinson, Board Chair

**TOWN OF FLORENCE  
PLANNING AND ZONING COMMISSION  
REGULAR MEETING MINUTES**

**REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, MARCH 15, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.**

**1. CALL TO ORDER**

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

**2. ROLL CALL:**

<b>Chairman Pranzo</b>	<b>Present</b>
<b>Vice-Chair Frost</b>	<b>Present</b>
<b>Commissioner Shoppell</b>	<b>Present</b>
<b>Commissioner Smidt</b>	<b>Present</b>

**Commissioner Bell submitted his resignation earlier in the week. Advertising is currently on the Town's website soliciting for a replacement.**

**A Quorum of Commissioners is present.**

**3. PLEDGE OF ALLEGIANCE**

- 4. DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the minutes of the regular meeting conducted on February 15, 2018.

**On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried to approve the March 15, 2018 meeting minutes.**

**Chairman Pranzo commented that these were the best minutes he had ever reviewed and offered compliments to the author.**

**5. NEW BUSINESS**

**A. Design Review for Gila River Center Comprehensive Sign Plan (PZ-18-15-DR)**

**PRESENTATION/APPROVAL/DISAPPROVAL** – Request by Lee Olsen and Herschel Head for design review of a proposed multi-tenant commercial comprehensive sign plan located at the NWC of Florence Blvd and Gila Blvd, Property address 750 E. Gila Blvd.

Chairman Pranzo introduced the item and opened the floor for staff presentation. Staff explained the request on behalf of the applicant. The applicant began renovation of the existing commercial/office building in 2017 and is making minor site improvements in the process. At that time, the project was anticipated to house less than three businesses and received Administrative approval for two (2) wall mounted sign. Since then, the applicant has determined that the building could contain up to eight (8) individual businesses. Staff proceeded to describe the monument sign being requested by the applicant as eight feet (8') tall by six feet one inch (6' 1") wide with the frame to be constructed from six-by-six inch (6" x 6") treated posts. The sign is to be located on the south side of the property outside of the sight-visibility triangle. The details of the sign construction will require review and approval through the Building Division of Development Services prior to receiving a building permit for installation. The applicant, Mr. Lee Olsen was present.

The Commission voiced several questions of clarification towards staff and the applicant. All were addressed to the satisfaction of the Commission.

On a motion of Commissioner Smidt, seconded by Commissioner Shoppell and carried to approve the design review for Gila River Comprehensive Sign Plan (PZ-18-15-DR).

**B. Town Core Infill Incentive for the residential property located at 76 North Center St. (PZ-18-17-INF)**

**PRESENTAION/RECOMMENDATION FOR APPROVAL/DISAPPROVAL** – Request by the Town of Florence on behalf of property owners Robert and Tamara Lyon to utilize the Town Core Infill Incentive Plan by recommendation to the Town Council on the sale of Right-of-Way and limited deviations from development standards for the property described as Pinal County Assessor Parcel Number 200-50-0660.

Chairman Pranzo introduced the item and opened the floor for staff presentation. Staff explained the request on behalf of the applicant and the Town. The applicant owns a potentially historic, non-conforming home (not within the Florence Townsite Historic District or Historic Register) and has been making efforts to improve the property. During the process of investigating the site's potential, the applicant desired that an existing single-car garage be removed, and that a two-car garage be constructed in its place that would encroach into the prescribed front-yard setback along 12<sup>th</sup> Street. It was also determined that the existing home, built circa 1880-1890, encroaches onto Town Right-of-Way on Center Street. The .22-acre property is located in the area of the Historic Townsite that carries multiple zoning districts, specifically: Single-Family Residential (R1-6), Neighborhood Multi-Family (R-2), Neighborhood Office (NO), and Manufactured Home Subdivision (MHS).

In summary, the applicant requests that the Town's Infill Incentive District be applied to allow the following:

- The new two-car garage to encroach into the front-yard setback fifteen feet (15'). This will allow for the required ten foot (10') separation by fire and building codes.
- That the swimming pool security wall be permitted at six feet (6') where three feet (3') is allowed within the front-yard setback
- The transfer of excess Right-of-Way along Center Street to this property and to allow a reduced street-side yard setback to 0 feet in order to acknowledge the location of the existing historic home on the property.

The Commission voiced several questions of clarification towards staff and the applicant. All were addressed to the satisfaction of the Commission. Of particular note was a question regarding the possible establishment of a precedent that might encumber the Town in the future. It was explained the Infill Incentive District allowed for requests to be addressed on a case-by-case basis and that each case would be decided on the merits of the individual request.

On a motion of Commissioner Frost, seconded by Commissioner Shoppell. And carried to approve the Town Core Infill Incentive for the residential property located at 76 North Center St. (PZ-18-17-INF).

#### **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.

**There were no comments**

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

Chairman Pranzo commented as to his pleasure with the turn-out for the Classic Car Show that occurred in the Downtown Area. Commission Liaison Hawkins agreed and graciously accepted the compliment.

#### **7. ADJOURNMENT**

A motion was made by Commissioner Smidt and seconded by Commissioner Frost to adjourn the meeting; it was approved by unanimous consent. The meeting was adjourned at 6:30 pm

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

  
\_\_\_\_\_  
**Date**



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 8a.

**MEETING DATE:** May 21, 2018

**DEPARTMENT:** Development Services

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

**SUBJECT:** Fortiline Inc. contract for water and wastewater parts

- ☒ 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 Inc., through a City of Phoenix Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019.

#### **BACKGROUND/DISCUSSION:**

The Town of Florence signed a Cooperative Contract with Fortiline Inc., on March 6, 2017, in an amount not to exceed \$100,000, and again on November 2017, in the amount not to exceed \$70,000.

The Town of Florence is now requesting to enter into a contract with Fortiline, Inc., through the Cooperative Contract with the City of Phoenix, to provide parts for waterline and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019, 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 will not exceed \$250,000.

**ATTACHMENTS:**

Cooperative Contract  
City of Phoenix Contract  
City of Phoenix Contract Exhibit 1

**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 21st day of May, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Fortiline, Inc. (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, Contract No.141069-AAC-0 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" or "Services"). 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 Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals 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", "Buyer" and

“City” shall be deemed to be and refer to the Town of Florence; the terms: “Maricopa County” shall be deemed to be and refer to “Pinal County”; the terms: “Deputy Finance Director” shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: “Assignee”, “Offeror”, “Contractor”, “Seller”, “Supplier”, and “Vendor” 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, Contract No. 141069-AAC-0 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: Contract Amendments, 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, Form B-Annual Cost and Assignment, Assumption and Consent Agreement Regarding City Agreement No. P-10494-20 (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 **\$250,000**.
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.
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: Cristi Graca-Bruns, 4863 E. Ingram Street, Mesa, AZ 85205.

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: \_\_\_\_\_

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

Page 1 / 3

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

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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  
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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

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Item	Description
14	<b>SADDLE DOUBLE STRAP BRONZE 3" A.C. X 3/4"</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.)						Invitation No.: 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										
<p>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.</p>										
<p>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.</p>										
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	\$ 6,817.26	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
65933232558	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	Officer's Part Number	Officer'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 O.D.	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	\$ 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	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	\$ 77,595.38	V
67064916225	Angle meter stop 3/4 inch.	EA	750	\$ 20.28	Ford KV43-332W	JAMES JONES	E1527SN-34	\$ 15,209.58	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	\$ 59,888.17	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
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	\$ 17,409.69	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	\$ 8,036.16	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	Officer's Part Number	Officer'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 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
67052231221	Clamp repair, 2-inch, Standard, 2.375 OD x 5-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 1/2" 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 band	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., 8.84 to 9.64 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, 3/4 inch	EA	1500	\$ 6.47	Mueller 07H10890	JAMES JONES	E130-3/4x2-1/2	\$ 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 1/4 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, 8 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# SO 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](mailto:chuck.garvey@phoenix.gov)

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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

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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

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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.)						Invitation No.: 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 handwritten 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 1/2 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	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	\$ 1,133.86	IV
65933202502	Flexible coupling, 3-inch, Std., 3.500 O.D.	EA	10	\$ 51.78	Ford FC 3-350-5	JCM	201-035001	\$ 517.84	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.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"x 6" - 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 ¾" 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	\$ 9,709.68	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, API5LB/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/API5LB/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" x 1 1/2" x20', T&S, Inner RH, LH Shaft	EA	4	\$ -				\$ -	XX
	2 1/2" x 1 11/16" x20', T&S, Inner RH, LH Shaft	EA	6	\$ -				\$ -	XX
	3 1/2" x 2 3/16" x20', T&S, LH Tube and Shaft	EA	1	\$ -				\$ -	XX

[illegible]

[illegible]

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8b.</b>
<b>MEETING DATE:</b> May 21, 2018  <b>DEPARTMENT:</b> Finance  <b>STAFF PRESENTER:</b> Joe Jarvis, Finance Director  <b>SUBJECT:</b> Primary Property Tax Levy Amount and Rate		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory  <input type="checkbox"/> 1<sup>st</sup> Reading  <input type="checkbox"/> 2<sup>nd</sup> Reading         </div> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

A motion is not requested.

**BACKGROUND/DISCUSSION:**

On an annual basis, the Town Council reviews the levy (revenue) and rate of the Town's primary property tax. If the primary property tax levy increases, then a Truth in Taxation hearing must be held. The decision must be made in accordance to Arizona Revised Statutes §42-17107.

Each year, the Town Council may choose to decrease, hold or increase the tax rate. The Council's decision and the assessed property values will determine the amount of revenue collected. It is important to note that there are clear restrictions within State Statutes that limit the amount that the Town can increase their levy by each year.

In 2017, the Town Council increased the rate to \$1.1345. Between 2014 and 2016, the rate had been \$1.1182.

The total assessed value less new construction has increased for 2018. A Truth in Taxation Public Hearing will be required unless the primary property tax rate were decreased to less than \$1.0843.

For FY 2018-2019, 7% of the General Fund's budgeted revenue will be from primary property taxes. The \$1,000,000 in estimated revenue is equal to a little less than a third of the budget to operate the Fire Department.

Town Council and staff have discussed the value in creating and growing reliable sources of revenue for the General Fund. Reliable sources of revenue foster sustainability for the General Fund expenses.

The following are scenarios for consideration:

	LEVY	RATE
Current	\$1,017,439	\$1.1345
Scenario 1	\$1,017,439	\$1.0188
Scenario 2	\$1,082,810	\$1.0843
Scenario 3	\$1,104,481	\$1.1060

**A VOTE OF NO WOULD MEAN:**

Not applicable for staff is only seeking direction.

**A VOTE OF YES WOULD MEAN:**

Not applicable for staff is only seeking direction.

**FINANCIAL IMPACT:**

The impact will be based upon the direction given by the Town Council. None of the scenarios will require a change to the General Fund budgeted revenue.

**RECOMMENDATION:**

Staff recommends the maximum levy amount of \$1,104,481 and a rate of \$1.1060.

# **Memorandum**

To: Mayor and Town Council  
From: Brent D. Billingsley, Town Manager  
Subject: Town Accomplishments  
Date: May 21, 2018

In accordance with Section 11 of my employment agreement with the Town of Florence, I was asked to benchmark my performance to be reviewed annually against guidance and direction provided by Town Council.

In the past I provided a presentation to Council in an open session titled, "Town Manager Performance Plan". The presentation discussed eight major issues to be addressed during the term of my contract including:

- Economic Development
- Water and Wastewater
- Roads and Streets
- Historic Preservation
- Relationships
- Public Safety
- Customer Service
- Quality of Life

Starting July 1<sup>st</sup> of 2017, the Council Strategic Plan was designated for this purpose. Bi-annual updates have been scheduled with Council and the first update occurred in December 2017.

The last year of my three-year employment contract has begun and my contract with Florence is scheduled to expire on December 31<sup>st</sup> of 2018. I would like to continue serving the Town Council and the citizens of Florence. Therefore, I am requesting that Council consider an extension of my contract.

As you will see on the following pages, it has been a very productive two and a half years. We have accomplished many things, but there is much left to do. I really have appreciated the opportunity to serve you and the citizens of Florence.

Thank you again for your support and congratulations on your accomplishments.

## **List of Accomplishments from December 2015 to June 2016**

1. EMT/Paramedic Training Grant
2. 2015/2016 Budget Target (500k, 750k, 1.2 million reductions)
3. Firefighter 1 &2 Intergovernmental Agreement with Central Arizona College
4. Floodplain Management Regulation Update
5. Vehicular Field Training Agreement
6. EUSI contract for Public Works support
7. Deferred water and sewer rate increases
8. 2016 Home Tour
9. 2016 Legislative Agenda
10. Interface with the Governor's Office on Florence Copper
11. One Time Revenues "temporary" policy adjustment
12. Food Tax Usage Amendment
13. 150<sup>th</sup> Anniversary Proclamations
14. Fitness Center Usage Report
15. Bat removal at the Silver King Building
16. State Fire Marshal usage for Fire Marshal inspections
17. Police/Fire Minimum Staffing Plans
18. Special Election Roadshow
19. Sandstone Solar Block Plat
20. Three Year Greater Florence Chamber of Commerce Contract
21. State Parks Contract (McFarland)
22. Butte, Adamsville, Dogwood, Orlando, and Quail Run (paving)
23. Merrill Ranch Parkway (HA5)
24. School zone analysis
25. Silver King HVAC upgrades
26. Public Works Director recruitment
27. Vacant Property Document
28. 2016 Crackseal program
29. 2016 Striping Program
30. On-Street Parking Report
31. House Bill 2568 (defeated)
32. House Bill 2385 (defeated)
33. 2016 Employee Benefits Program
34. Cooperative Agreement with State Forester (Wildland)
35. Agreement with Southwest Ambulance (AMR)
36. Arizona Academy of Emergency Services Contract
37. East Valley Partnership Contract
38. Joint Use Agreement with Florence Unified School District
39. Road to Country Thunder
40. Well #5 Storage Tank Inspection
41. SAFER Grant Application
42. North Florence Wastewater Treatment Plant Equalization tank upgrades
43. North Florence Wastewater Treatment Plant Electrical upgrades

44. Community Facilities District education
45. 2016 Method Detection Limit (MDL) Study
46. Special Election (Expenditure Limitation)
47. 2016/2017 Capital Improvement Program
48. 2016/2017 Balanced Budget
49. Hired Public Works Director/Town Engineer
50. Judd/Attaway Intergovernmental Agreement with Pinal County
51. Community Facilities District Application and Administration Policy
52. 2016 Community Facilities District No. 1 and No. 2 Bond Sales
53. SBR Cleanout Plan and phasing
54. Customer Service Training (Community Development)
55. Purchase of a 2016 Chevy Silverado Crew Cab (Stonegarden)
56. Common Sense Facilitation Contract (Strategic Plan)
57. Henry and Horne Contract (Audit)
58. Koko Entertainment Contract (Teen Leadership)
59. Adaptive Reuse Field Trip (Historic District Advisory Commission)

#### **List of Accomplishments from July 2016 to June 2017**

1. Wastewater Treatment Consent Order dismissed
2. Customer service Training for Community Development
3. South Wastewater Treatment Plant fine screen repair
4. South Wastewater Treatment Plant influent pump station refitting
5. EUSI Utility Analysis and Water Implementation Plan
6. EUSI Utility Analysis and Wastewater Implementation Plan
7. 2016 CDBG Grant: fire flow improvements
8. Employee Appreciation Barbeque
9. Strategic Plan Advisory Committee formed
10. Proposition 411 Outreach process
11. Gila River 12% Grant for communication equipment
12. Teen Leadership Council formed
13. Common Sewer Line document/policy completed
14. Main Street lighting modeling and analysis
15. IT interns hired (2)
16. Lease for the Brunenkant Building completed
17. Home Rule approved
18. OSHA inspection mitigation
19. Heritage Square irrigation ditch removal
20. Water system SCADA implementation
21. Civil Engineering On-Call Contracts
22. Utility Engineering On-Call Contracts
23. Public Works Operational Assessment
24. Sequential Batch Reactor #3 refitting
25. Diversion Dam Road Phase #1 completion
26. FLSA Employee Classification Plan Amendment
27. Purchased Mini Excavator

28. Bullet Proof Vest Grant
29. Florence Gardens property cleanup
30. Florence Gardens drainage basin repair
31. Well #3 sound attenuation
32. PCWAA/MSIDD Water Contract
33. 2016 Surplus Auction (\$69,764)
34. Pinal County Vacant Property Lease
35. Main Street intersection improvements
36. CAGRD Agreement (CAP recharge)
37. CAP Sales Contract
38. Post EQ Pump installation at South Wastewater Treatment Plant
39. Main Street Extension monument sign
40. Rodeo Well disinfection installation
41. Multiple axel vehicle lift installation
42. Public Works equipment awning repair
43. Judd Road/Attaway right-of-way swap
44. Tonopah Water Storage Agreement
45. Florence Unified School District right-of-way dedications for water system improvements
46. Well #5 booster replacement (Phase 1)
47. Post Office renaming
48. ISO review and reporting (lowered to a 3)
49. 2017 Polymer Modified Asphalt Rubber
50. 2017 HA5 (Anthem, Florence Gardens, Sunrise Estates)
51. South Wastewater Treatment Plant Blower replacement and rebuild
52. South Wastewater Treatment Plant Expansion Plan
53. Attaway Road/Hunt Highway Traffic Signal
54. Attaway Road paving (Arizona Farms to Judd Road)
55. Healthcare Facility Development Agreement
56. Hunt Highway right-of-way exchange
57. Florence Heights Road repaving
58. 2017 Legislative Agenda
59. Cuen Building Purchase Agreement amendment
60. Creation of the Code Appeals Board
61. Butte Avenue paving (Phase 2)
62. 2017 Safe Routes to School Grant
63. Magistrate Agreement (Eloy)
64. Phoenix Street waterline replacement
65. Anthem Letter of Map Revision (LOMR)
66. Artisan Acres Development Agreement
67. Certificate of Need research (Fire)
68. GPLET research (Town properties)
69. 2017 Road to Country Thunder

## List of Accomplishments from July 2017 through April 2018

1. Financial Advisor Contract (investments)
2. Financial Advisor Contract (infrastructure)
3. Safe Routes to School Grant (technical assistance)
4. 2009 WIFA Funding Closeout
5. SR 79/Hunt Highway Signal Warrant Study
6. South Wastewater Treatment Plant Belt Press (purchase and installation)
7. North Florence Storage Tank Structural Analysis
8. PARA Grant (Regional Transportation Plan)
9. North Florence Wastewater Treatment Plant Recharge Feasibility Study
10. Hunt Highway/Franklin Road Paving Project
11. 2017/2018 Operational Budget
12. Well #3 Noise Mitigation
13. 2016 GFOA CAFR Award
14. Sunlife Water Loop Project
15. Tonopah Irrigation and Drainage District Storage Agreement
16. CAGRD Water Credit Sales Agreement
17. Regional MAG 300 Training
18. Regional MAG 400 Training
19. Smith Building Appeal
20. 2017/2018 Capital Improvement Program
21. Arizona Office of Tourism Grant
22. Key to the Town (Evie Clair)
23. AMR Transport Agreement
24. Superstition Fire Vehicle Maintenance Agreement
25. CAC Fire Sciences Intergovernmental Agreement
26. Section 5310 Grant (senior van)
27. 2018 Crack Seal Program
28. State Parks Trails Grant
29. Pulte Homes Lot Hold Agreement (flood control)
30. 2017 Community Facilities District No. 2 General Obligation Bond Sale
31. Mesquite Trails Final Plat Amendment (Units 5,6,7,13,17, 24)
32. RSRAM Update (transportation)
33. Final Plats for Anthem at Merrill Ranch (Units 3, 5, 7, 24, 32, 34, 37, 38, 41, 43, 45, 52, 55, 56A, 60)
34. Storage Tank Repair/Recoating (Well #5)
35. Well 5 Booster Replacement (Phase 2)
36. Community Development Block Grant (CDBG) Grant Main Install (Fire Line)
37. Communication Repair Contract (Copperstate)
38. 2018 PMAR Paving Program
39. Diversion Dam Road Traffic Signal
40. MAG Funding (State Route 79B / State Route 287)
41. McFarland State Park Improvements (porch, roof, signage)
42. Innovation Pavilion Development Agreement

43. Intergovernmental Agreement with Pinal County re: Innovation Pavilion
44. Section 5310 Grant (Senior Center van)
45. Cuen Building Reversion
46. 2018 HA5 Maintenance Program
47. 2018 Teen Leadership Conference
48. Pet Safe Dog Park Grant
49. 2018 Community Facilities District No. 2 General Obligation Bond Sale
50. Felix Road Railroad Crossing Repair
51. Hosted statewide Community Facilities District training
52. Historic District Wireless Fire Alarm
53. Brunenkant Building Fire Sprinklers
54. Town Investment Policy Amendment
55. Façade Program Implementation
56. State Route 79 / State Route 79B Intersection Improvement
57. 2017 WIFA Priority Project List
58. North Florence Storage Tank Repairs
59. North Florence Wastewater Treatment Plant Control Building Project
60. Circle K Development Agreement
61. Enterprise Data Storage
62. Circle K Watermain Extension
63. Circle K Incentive Agreement
64. Safety Committee Formation
65. PENS Intergovernmental Agreement (Pinal County)
66. MAG Bike/Pedestrian Grant
67. Alkeme Non-Disclosure Agreement
68. Public Water Vending Station Upgrades
69. Horizon Health and Wellness Infrastructure Agreement
70. Detective Car (Police)
71. 2018 SA Bond Sale Community Facilities District No. 1
72. CMAQ Grant (street sweeper)
73. GOHS Radar Speed Trailer
74. Compensation Benchmark Study
75. Fannie Mae Grant Joint Application (Joliet Illinois)
76. OPJ Grant (bullet proof vests)
77. Innovation Pavilion/Florence Unified School District/Pinal County Schools/Town Memorandum of Understanding (STEM School)
78. First Annual Florence Economic Summit
79. Business License Code Codification
80. Suter House use for the Arts and Culture Commission
81. Copper Basin Railroad Agreement
82. Durable Medical Equipment Loan Program
83. College Internship Program
84. ISO Rating (Improvement)
85. Town-wide fire hydrant testing/reporting
86. OSHA inspection/compliance
87. Child Seat Program

88. Firesafe Seniors (Smoke Detector Program/inspections)
89. Avangrid/Iberdrola Grant
90. Tohono O'odham Grant
91. Sequential Batch Reactor #3 refitting
92. Superstition Fire & Medical District – Fire Apparatus Maintenance Agreement
93. Joint Use Agreement for right-of-way access with Bureau of Indian Affairs/San Carlos Irrigation Project for portion of Diversion Dam
94. Gila River Grant for Pinal County Historical Society
95. 2018 Code Enforcement Manual
96. Residential Permit Manual
97. Parks and Recreation Fee Update
98. Florence Aero Modeler Special Use Agreement
99. Silver King Market fully leased entire year
100. Brunenkant Building leased the entire year
101. Agreement with Industrial Development Authority for managing the Façade Program
102. Personnel Policy Update (Sick and Vacation Leave)
103. Agreement with Queen Creek on Johnson Utilities
104. North Florence Wastewater Treatment Plant Storage Pond Liner



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 9b.

**MEETING DATE:** May 21, 2018

**DEPARTMENT:** Development Services

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

**SUBJECT:** Town of Florence Residential Permit Manual

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

**STRATEGIC PLAN REFERENCE:**

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

**RECOMMENDED MOTION/ACTION:**

This item is for informational purposes only.

**BACKGROUND/DISCUSSION:**

While the codes are universally accepted as a positive for a community, for the average resident, the International Residential Codes, at more than 650 pages, is a bit challenging. The purpose for the Residential Permit Manual is to assist customers with permit submittal requirements not explicitly covered in the code books. The code books merely cover the codes and don't necessarily cover submittal requirements. Below are some examples;

**Scenario 1 Example**

A customer is interested in having a spa installed. Generally speaking, spas require a dedicated 240-volt circuit for running the air jets and possibly temperature control. There are several items that need to be submitted in order for a review to be completed. Some of the items that need to be submitted include:

- Permit application
- Owner Authorization Form
- Site plan showing the overall location of the improvements, property lines, existing improvements, etc.
- Electric load calculations

Staff often receives site plans that are missing critical information and must be returned to the applicant with comments. This is an inconvenience for the resident and delays the project from the resident's perspective. If lot lines are not accurately drawn it can have a massive impact on setbacks, possibly fire separation distances, intersection sight triangles and possibly equipment location.

Another example is the necessity for load calculations. Most contractors that install the spas are not necessarily 'certified electricians'. A company that has a B-5 license can install "utilities from the point of service to the pool equipment." Several B-5 contractors are not familiar with supplying load calculations. The Town has created a form for residential load calculations that will assist the contractor in supplying the necessary calculations.

### Scenario 2 Example

A customer would like to create a room addition. There are several items that need to be submitted in order for a review to be completed. Some of the items that need to be submitted include:

- Permit application
- Owner Authorization Form
- Site plan showing the overall location of the improvements, property lines, existing improvements, etc.
- Elevations
- Footing details
- Framing details
- Truss details and possible structural calculations
- Other documents deemed necessary

The average submittal for a room addition are merely architectural elevations with a few call outs shown on the plan. The permit manual will allow the residents to better understand the submittal requirements and offers visual examples of some of the submittal requirements.

### Scenario 3 Example

A contractor would like to install a pre-engineered aluminum carport. There are several items that need to be submitted in order for a review to be completed. Some of the items that need to be submitted include:

- Permit application
- Owner Authorization Form
- Site plan showing the overall location of the improvements, property lines, existing improvements, etc.
- Elevations
- Footing details
- Pre-engineered structural details
- A construction plan detailing the actual project and which items in the pre-engineered structural details will be implemented

- Other documents deemed necessary

The average submittal for a pre-engineered aluminum carport would include highlighted details of what items would be used, but not of the structural calculations supporting gutter spans, roof panel spans or footings. The lack of details causes staff to generate comments to the applicant. This is an inconvenience for the resident and delays the project from the resident's perspective. The permit manual will allow the residents to better understand the submittal requirements and offers visual examples of some of the submittal requirements.

Other examples of often submitted permits are pools, gas lines, and solar additions.

In conclusion, the residential permit manual is to assist customers in navigating the permit process. The creation of the permit manual will result in shortened project approvals and less frustration for the customer.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

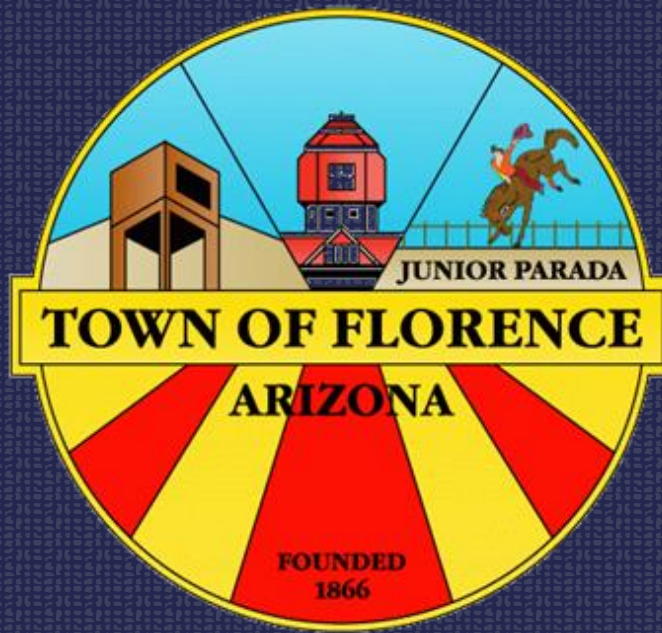
Not applicable

**FINANCIAL IMPACT:**

No financial impact is expected.

**ATTACHMENTS:**

Town of Florence Residential Permit Manual



# Residential Permit Manual

Town of Florence, Arizona

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# Residential Permit Manual

Town of Florence, Arizona

## Purpose of this Manual

This manual is designed for the Town of Florence homeowner and is intended to:

- Provide information concerning the requirements for obtaining a building permit
- Provide examples of plans and details that will aid in project planning, construction completion and code compliance
- Inform homeowners of the legal requirements that must be met by contractors
- Answer most commonly asked building and Town code compliance questions

It is the responsibility of the homeowner to provide survey pins at all property lines and to contact Arizona 811 (Blue Stake Center) with a request to have all underground utilities located prior to construction. Arizona 811 can be reached at; (602) 263-1100 or (800) 782-5348. Notification is required at least two (2) days before you dig.

### ***Please Note:***

***This document is intended for guideline purposes only and cannot replace or override any code requirements of the Town of Florence or other applicable permitting authority.***

***Plan review fees are due at the time of submittal and are non-refundable***

***\*\* Any project under construction or completed without a permit will be assessed at double the permit fee \*\****

## How to Obtain a Permit

Building permits are submitted and issued through the Building Safety Department located at 224 W 20<sup>th</sup> Street, Florence AZ 85132.

Any construction requiring a permit also requires that a licensed contractor do the work unless the owner performs the work themselves and submits the application as an owner/builder. The home must be their primary residence and not be intended for sale or rent per ARS 32-1121. If you lease or rent to others, a licensed contractor and written approval from the home owner authorizing the construction is required.

## Application

When applying for a permit, you will need to provide three (3) sets of detailed construction drawings that include:

- Legal description(s)
- A site plan (plot plan) that shows property lines, North arrow, all existing buildings on the lot, including their dimensions from other structures, proposed construction and distances to property lines
- Floor plan
- Building elevations
- Structural details including a section drawing showing footings, post to beam connections, rafter to wall connections and any truss calculations (engineering may be required)
- Mechanical, plumbing, electrical drawings, etc. (if applicable)
- State of Arizona Department of Fire, Building and Life Safety (Manufactured Home & Factory Built Buildings) three (3) sets of State approved foundation plans are required
  - Notarized Owner's Authorization Form (Property Owner is Owner on Record)
  - Job Site Address
  - Project Name (Owner's last name or business name)
  - Parcel Number(s)
  - Unit Number / Lot Number
  - Property Owner's Mailing Address
  - Property Owner's Phone Number
  - Property Owner's Email Address
  - Builder / Contractor Business Name
  - Contact Name for Builder / Contractor
  - Builder / Contractor Phone Number
  - Builder / Contractor Business Address
  - Builder / Contractor ROC Number
  - Builder / Contractor Class
  - Builder / Contractor Town Business License Number
  - Scope of Work (detailed description)
  - Valuation (Written Estimate), by a licensed Contractor
  - Square Feet of proposed work (if applicable)
  - Application signed by Owner / Authorized Agent



## Fees

Building Permit and plan review fees are calculated according to the valuation of your project. The valuation is based on the following;

- The valuation of the project based on the licensed contractor's written estimate of project building materials and labor.
- If an owner-builder project, the valuation of the project is based on Applicant's written estimate of building materials, plus labor factor of thirty (30) percent of the building material costs.
- The valuation of the project utilizing the most recent valuation data table from the International Code Council, found on the ICC website at <https://codes.iccsafe.org/> (required for all new single-family homes, multi-family development and all non-residential development).



## Codes

The Town of Florence has adopted and utilizes the following Code editions:

- 2012 International Property Maintenance Code
- 2012 International Building Code
- 2012 International Residential Code including appendices H and M
- 2012 International Plumbing Code
- 2012 International Mechanical Code
- 2012 International Fuel Gas Code
- 2011 National Electrical Code
- 2012 International Energy Conservation Code
- 2012 International Fire Code including all appendices
- 2003 ICC/ANSI American National Standard for Accessible & Usable Buildings & Facilities

## Inspections

In an ongoing commitment to improve our customer's experience, the Town of Florence provides access for scheduling inspections and tracking submittals at the following link; <https://town-florence-az.smartgovcommunity.com/portal/Public/home>

If you are unable to access this website, you can utilize the Town's voicemail system for building inspections at (520) 868-7601. Before calling, you will need:

1. Permit number
2. Address of inspection
3. Inspection type (listed on the permit)

The inspection request must be received by 2:00 pm the working day prior to be scheduled within the next two (2) **business** days.



## **Work Exempt from Permit**

Per Section 105.2 of the 2012 International Building Code, a permit is **not** required for the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet
2. Fences not over six (6) feet high
3. Oil derricks
4. Retaining walls that are **not** over four (4) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1
6. Sidewalks and driveways not more than thirty (30) inches above adjacent grade, and not cover any basement or story below and are not part of an accessible route
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work
8. Temporary motion picture, television and theater stage sets and scenery
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than eighteen (18) inches deep, do not exceed 5,000 gallons and are installed entirely above ground
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems
11. Swings and other playground equipment accessory to detached one- and two-family dwellings
12. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies
13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height

A permit is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any structural member, beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor

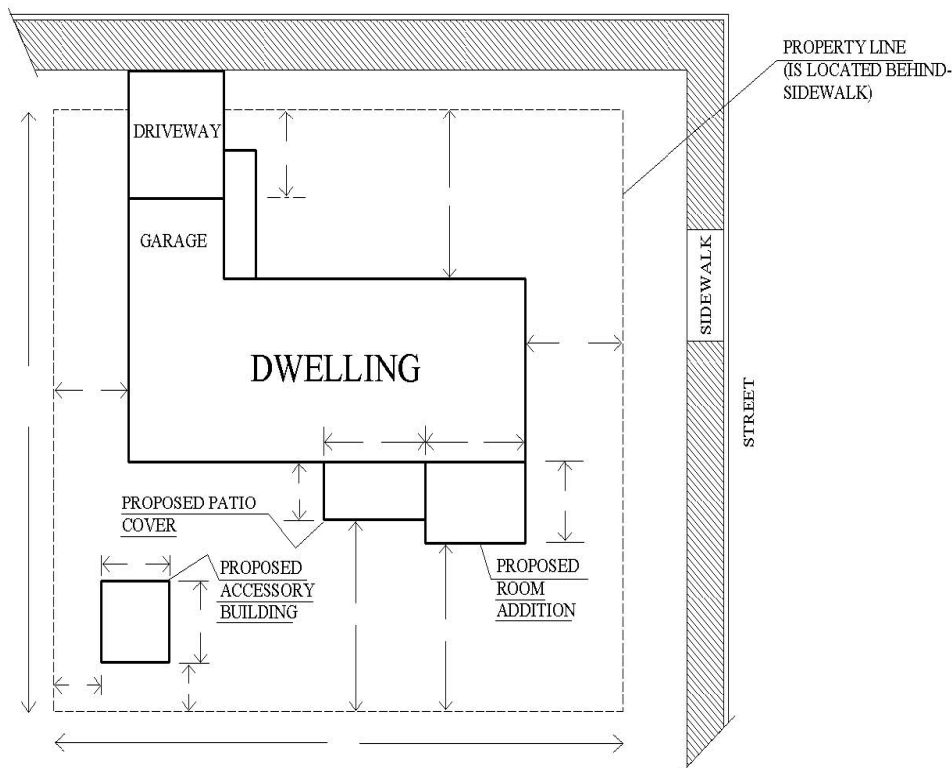
shall ordinary repairs include addition to alteration of, replacement or relocation of any standpipe, water supply, sewer drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring, mechanical or other work affecting public health or general safety. A permit **is** required for the installation of a photovoltaic system and/or a solar hot water heating system.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of this code or any laws or ordinances of this jurisdiction.

## Site or Plot Plan

Every permit that requires construction drawings shall also be accompanied by a plot plan. A plot plan is a drawing of the lot showing the following:

- Location of property lines on all sides
- North arrow
- All existing buildings on the lot, including their dimensions from other structures and distances to property lines
- All purposed additions or structures, including their dimensions from other structures and distances to property lines
- Total square footage of the proposed additions



**Note:** To find an estimated dimension of your property line or determine the right-of-way (ROW) width, please refer to maps located on the Town's website at: [www.florenceaz.gov](http://www.florenceaz.gov). To determine the exact dimensions of your property, please contact a registered land surveyor.

## Carport to Garage Conversion

This section applies to a building permit for a carport to garage conversion that is attached to a primary building. If this project is not attached to a primary building, please refer to the section on accessory buildings.

A carport is defined as a structure primarily used for parking vehicles, with at least 2 open sides and a minimum clear dimension of 9 feet by 19 feet per parking space.

A garage is defined as a structure primarily used for parking vehicles, a double garage with one 16-foot opening or two 8-foot openings (minimum) with a minimum clear dimension of 9 feet by 19 feet per parking space.

To obtain a building permit, please submit:

- Completed application
- Three (3) copies of the plot plan showing the lot, house and carport with distances to property lines
- Three (3) copies of the building plan, showing applicable details

The garage shall be separated from the residence and its attic by not less than 1/2 inch gypsum board applied to the garage side. If the dwelling is of masonry construction, it already meets the occupancy separation required between the garage and dwelling. There must be a separation between the garage and living space above by a minimum 5/8 inch type X gypsum board.

Any door into the dwelling must be:

- Minimum 20-minute fire rated; or
- 1<sup>3</sup>/<sub>8</sub>-inch solid wood door; or
- Solid or honeycomb core steel doors not less than 1<sup>3</sup>/<sub>8</sub> inches thick

Under no circumstances shall a private garage have any opening into a room used for sleeping purposes.

Any exit door to the outside must have a landing. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches measured in the direction of travel.

A switched exterior light is required at the exterior side of each egress door. A light must also be provided inside the garage and the switch must be located at the interior door.

A minimum of one wall mounted electrical outlet is required in a garage (in addition to any provided for laundry). All readily accessible electrical outlets shall have ground fault circuit interrupter (GFCI) protection.

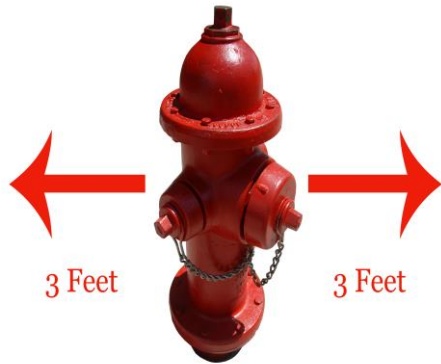
Any exterior wall needs a footing and it shall have a bottom plate of treated wood or wood of natural resistance to decay. This bottom plate must be fastened to the slab in an approved manner and must be 6 inches above the adjoining surface or grade. Usually this requires that you either thicken your slab with a footing or build a stem wall. This detail is required as part of your submittal.

The drawings that are submitted need to clearly indicate what the wall and roof covering are on the existing residence as well as on the proposed garage.



## Fences and Walls

A permit is required to build a fence over 7 feet high. Fences over 7 feet in height require engineered drawings with three (3) copies of your plot plan showing the location(s) of the proposed fence.



All fences must be maintained a minimum of 3 feet from fire hydrants and 10 feet from access side of transformers or utilities.

If a pool fence is being replaced, the pool area must remain secured during construction.

The maximum fence height is 6 feet in rear and side yards. The maximum fence height in front yards is 3 feet.



A permit is required if the wall is used for retaining and is over 4 feet in height measured from the bottom of the footing to the top of the wall or retains over 30" of materials.

A permit is required if a fence is to be placed on top of a retaining wall. Four (4) inch thick walls are not an approved system to be used as retaining walls.

It is the responsibility of the homeowner to provide survey pins at all property lines and to contact Arizona 811 (Blue Stake Center) with a request to have all underground utilities located prior to construction. Arizona 811 can be reached at (602) 263-1100 or (800) 782 5348. Notification is required at least two (2) days before you dig.

***Please refer to the Town of Florence Development Code for additional zoning requirements regarding fences and walls.***

## **Landscaping**

Landscaping does not generally require a permit, however, a permit is needed to install a water service to an irrigation system (no plan review is needed). This permit allows inspectors to check the installation of the required anti-siphon valve or pressure backflow preventer and electrical timers.

Any grading must provide for drainage away from foundations and be maintained on the individual lot.

The landscape inspector will need access to the main electrical panel for purposes of inspecting the circuit breaker. The circuit breaker must be compatible with the electrical panel brand. Electrical timers may not “piggy-back” on another circuit breaker.

## **Irrigation System Details**

Per section 2902.4.3 of the 2012 International Residential Code, the potable water supply to lawn irrigation systems shall be protected against backflow by:

- Tracer wire required for pipe over 2” in diameter
- An atmospheric-type vacuum breaker; or
- A pressure-type vacuum breaker; or
- A permanently attached hose connection vacuum breaker

A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

## **Installation**

It is recommended that a licensed contractor install the anti-siphon/vacuum breaker assemblies. If someone other than a licensed contractor does the installation, make sure the assembly is positioned correctly with the arrow pointed in the direction of the water flow. The use of lead solder is prohibited.

Any aboveground piping before the anti-siphon/vacuum breaker assembly may be copper or galvanized pipe. If PVC is used, it must be protected from physical damage and be sunlight resistive or painted. All connecting piping installed in the ground before the anti-siphon/vacuum breaker must be buried at least 12 inches deep.

Vacuum breakers shall be installed a minimum of 6 inches above the flood level rim of the fixture or device in accordance with Section 608.15.4 of the 2012 International

Plumbing Code. The flood level rim of hose connections shall be the maximum height at which any hose is utilized.

### **Type of Assembly**

#### ***Atmospheric Anti-Siphon Assembly***



Atmospheric anti-siphon assemblies work on the principle of atmospheric pressure. Once the irrigation valve shuts off or if there is a sudden drop in water pressure, a float disc in the assembly drops down to prevent back flow.

- Pipe-applied atmospheric-type vacuum breakers shall conform to ASSE 1001 or CSA B64.1.1
- 
- Hose connection vacuum breakers shall conform to ASSE 1011, ASSE 1019, ASSE 1035, ASSE 1052, CSA B64.2, CSA 64.2.1, B64.2.1.1, CSA B64.2.2 or CSA B64.7

These devices shall operate under normal atmospheric pressure when the critical level is installed at the required height. An atmospheric anti-siphon assembly shall be installed at least 6 inches above all downstream piping and sprinkler heads, bubblers or drip emitters. This will keep the vacuum breaker from being subjected to back pressure or drainage.

#### ***Pressurized Anti-Siphon Assembly***

Pressure-type vacuum breakers shall conform to ASSE 1020 or CSA 64.1.2, and spill-proof vacuum breakers shall comply with ASSE 1056. These devices are designed for installation under continuous pressure conditions when the critical level is installed at the required height. Pressure-type vacuum breakers shall not be installed in locations where spillage could cause damage to the structure. A pressurized anti-siphon assembly provides great flexibility because only one assembly is needed regardless of the number of control valves. The control valves may be placed above or below ground. A pressurized anti-siphon assembly must be in an upright position and at least 12 inches above all downstream piping and sprinkler heads, bubblers or drip emitters. A pressurized anti-siphon assembly includes shut-off valves and test ports that facilitate testing to determine proper operation.



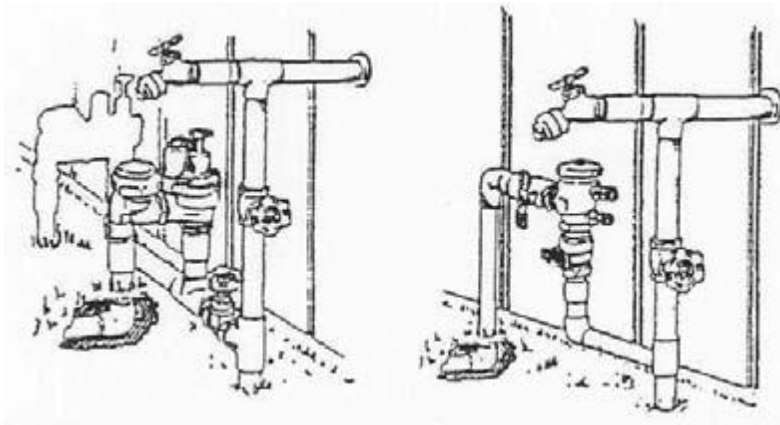
## System Connection

Before installing an underground irrigation system, decide where to make the water source connection. Water professionals recommend the following four options shown.

Whichever option you choose, it is recommended that the anti-siphon/vacuum breaker assembly be installed with its own gate valve. This enables the irrigation system water to be shut off without disrupting water service into the home. Turning off the water at the meter is not recommended. This may cause a leak at the supply line coupling to the meter. All leaks on the home side of the water meter are the owner's responsibility to repair.

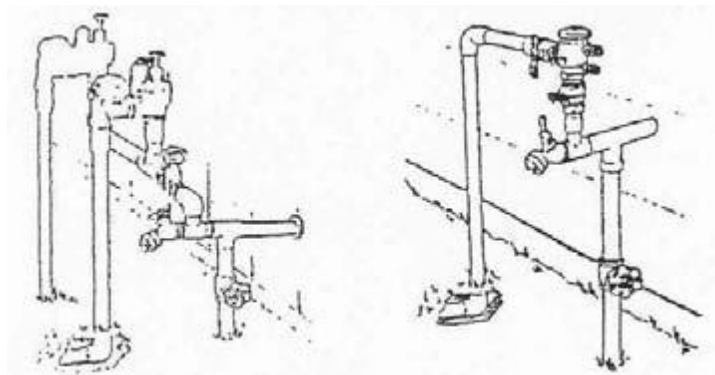
### Option 1

Connect to the capped extension (copper tee) on the riser (water supply going into the home).



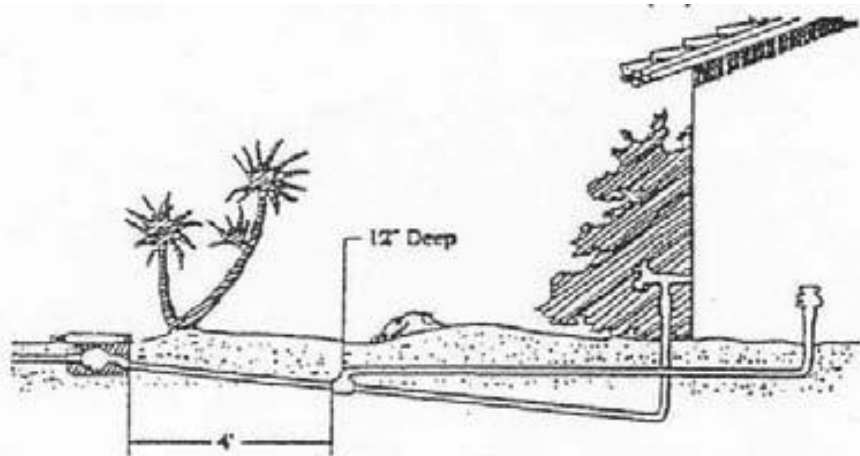
### Option 2

Connect to the water faucet line above the riser. An extension tee is added between the faucet and the waterline.



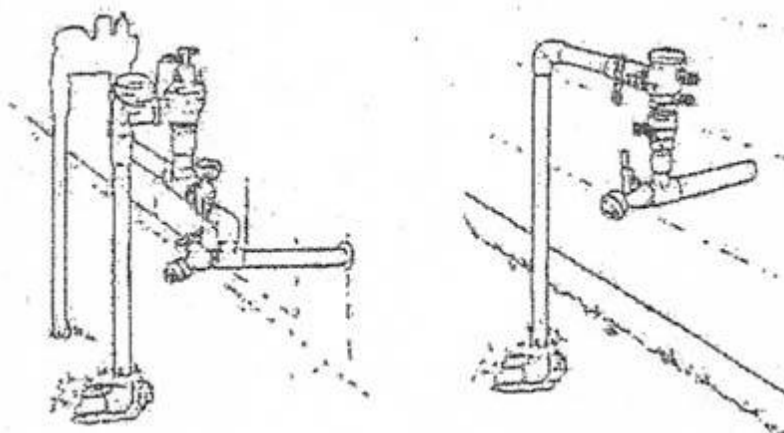
### Option 3

Connect to the water service line on the home side of the water meter. At the point of connection, the irrigation line must be 12 inches deep. The connection should be made at least 4 feet on the home side of the meter.



### Option 4

Connect to the water faucet line at the back or side of the home. An extension tee is added between the faucet and the waterline. This faucet line is  $\frac{1}{2}$  inch in diameter. Since this waterline is generally smaller than the front water faucet line ( $\frac{3}{4}$  inch), the irrigation system will have less water pressure. In addition, if the home has a water softener, this faucet line will contain conditioned water, which may be harmful to plants.



## **Electrical Permits (200 amp maximum)**

Check with local electrical utility company for acceptance of any equipment prior to installation.

Clearly indicate the size and type of conductors (wire) being used, i.e. #6 THHN. Also, indicate the size and type of conduit and the proposed burial depth. Indicate the length of all runs above ground or through an unconditioned space such as an attic. Provide a panel schedule showing the existing and new breakers if you propose adding a sub-panel. Load calculations may also be required. (See Appendix B at the back of this booklet for a calculation form that you can use to simplify the process.)

Provide grounding electrode conductor and two sources of grounding:

- Grounding electrode is a metallic rod driven into the earth (2)
- Grounding electrode is a minimum of 8 feet long, 6 feet apart
- Grounding electrode conductor must terminate on rod with an acorn clamp
- Grounding electrode conductor must be a minimum solid #4 AWG bare copper conductor

If Ufer (concrete encased electrode) is provided, the previous items do not apply. The Ufer shall be 20 feet of solid #4 AWG bare copper conductor in concrete with solid #4 AWG bare electrode conductor to the service entrance section.

A metallic water pipe in contact with the earth for 10' is considered a source of grounding.

### ***Water Bond***

Provide a minimum #4 AWG bare copper conductor connected with a water bond clamp to the cold water supply at an outside hose bib or at the cold water piping of the water heater. This must be readily accessible.

### ***Gas Bond***

Provide a minimum #4 AWG bare copper conductor connected on the user side to the gas line with an approved clamp that is readily accessible.

All overhead services must have a point of attachment on the weather head mast and have a minimum height of 18".

All breakers inside the service panel must be compatible with the panel cover (dead front) and permanent ink must be used.

A Joint trench is permitted if a minimum separation of 6" is maintained and the electrical is installed above the gas line.

## Gas Permits

When adding a gas line inside the residence, or attaching to an existing gas stub out, you need to:

- Provide a gas riser schematic that shows the length of all sections of the gas line, starting at the gas meter. Show all existing appliances, as well as any proposed additions
- Provide the total BTU rating of each appliance or CU FT per hour
- Provide each line size
- Provide materials list of all valves and couplings that will be used

If you propose adding a new gas line from the meter you need to:

- Show the length of all sections of the gas line, starting at the gas meter
- Provide the total BTU or CU FT per hour rating of each appliance
- Provide each line size
- Provide materials list of all valves and couplings that will be used

Tests of systems shall be performed at no less than 1-1/2 times the proposed maximum working pressure, but no less than 10 psi. Most residential systems (including propane) will be at 2.0 psi. Test duration shall not be less than 10 minutes in single-family homes or 30 minutes in other installations.

All tests must be made through an open valve **AND** flex line. The flex line must be capped at the appliance connection.

The use of heat fusion PE (polyethylene) plastic pipe requires a minimum 18-inch deep trench and a continuous insulated yellow 18-gauge copper tracer wire. PE is not allowed for use beneath any slab, i.e. pool deck, patio, sidewalk or driveway.



All metal gas piping used in underground systems shall have factory-applied coating and a minimum depth of 12 inches.

Field wrapping is limited to fittings and short sections of piping, where the factory wrap has been damaged or stripped for threading or welding.

Galvanized fittings or piping is prohibited in underground systems.

## Patio Covers

Patio covers must meet minimum setback requirements as listed in the Town of Florence's Development Code.

Posts for patio covers, other than aluminum will require a footing. The minimum footing size is 12" square and 12" below grade.

Rafters must be sized according to tables in the 2012 International Residential Code, and beams must be sized to carry the calculated roof loads. (Laminated beams may not be used in exposed locations unless they are approved for exterior use.)

Ledgers supporting rafters must be secured directly to existing structural wall framing members.

Rafters may not be attached directly to the existing fascia or to roof truss tails. They must bear on the existing wall top plate or attach directly to the house by a 2" ledger board that butts directly against vertical studs. (Any stucco or gypsum board covering the studs must be removed.)

The minimum required roof slope is ¼-inch per foot. The minimum roof slope varies depending on the type of roofing material you propose to use. The type of roofing material shall be indicated on your drawings as well as the roof slope.

There shall be a continuous load path from the roof to the foundation. Show all bearing & uplift rated connectors, the manufacturer and part number.

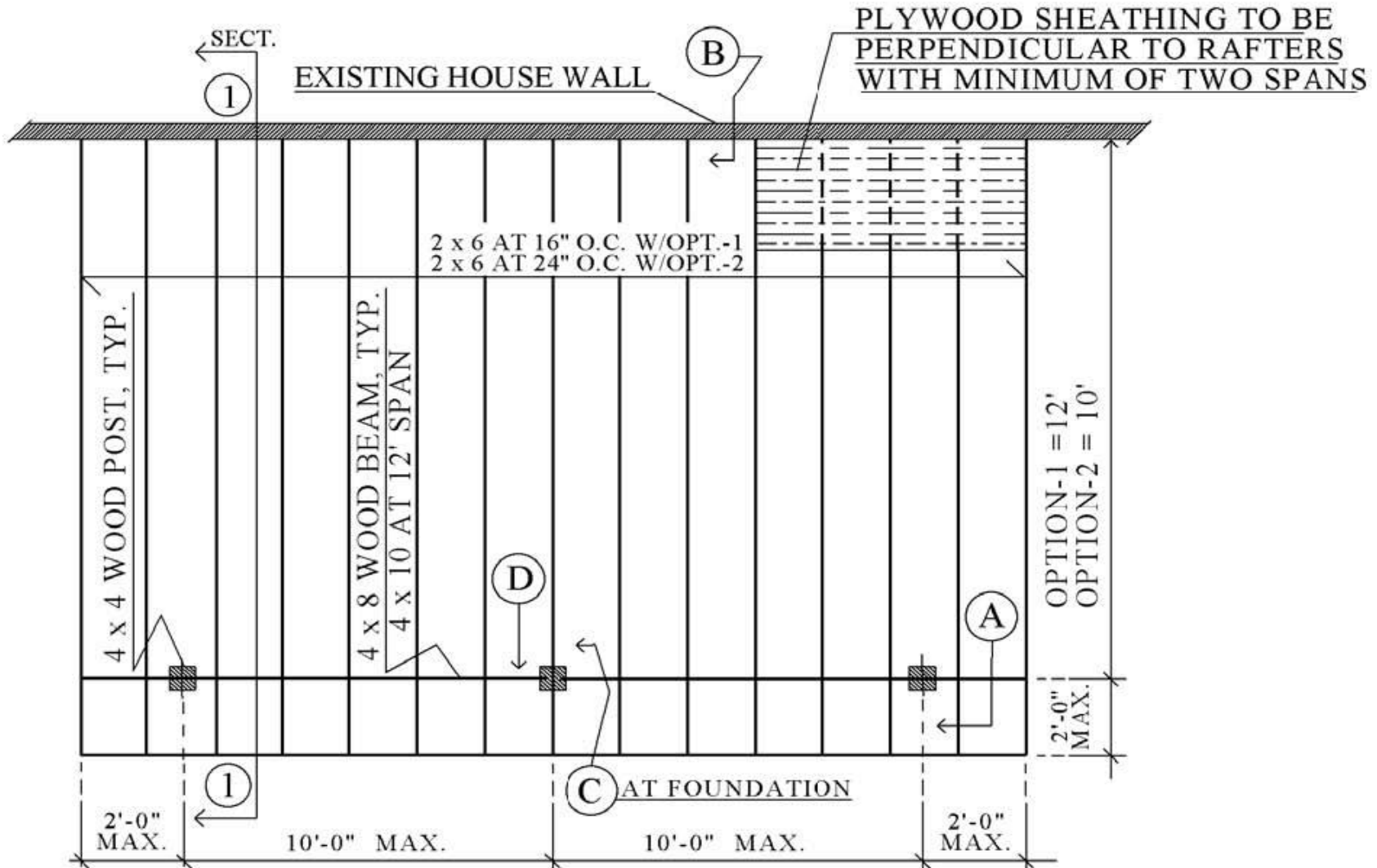
The minimum height from the finished floor to a ceiling is 7 feet and from finished floor to the bottom of any beam is 6 feet, 8 inches.

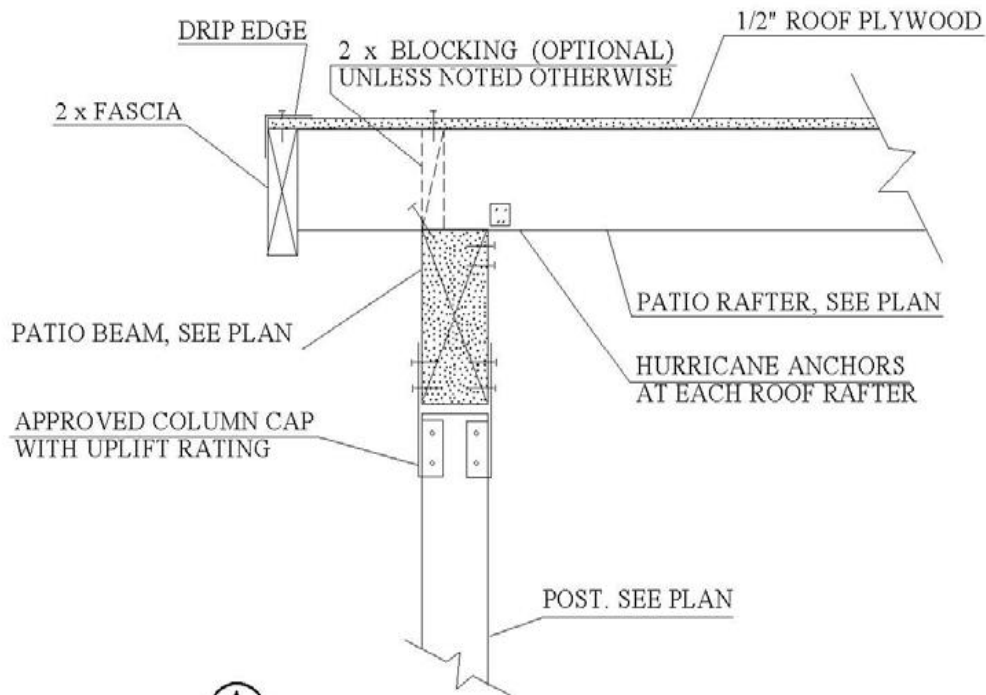
Gypsum board installed on the ceiling can be either Soffit or Brown Board. Where the roof framing is 12 inches on center, Green board may be used.

Please refer to the patio cover details on the following pages. You may copy these details and use them as part of your submittal.

# SAMPLE PATIO COVER FRAMING PLAN

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)

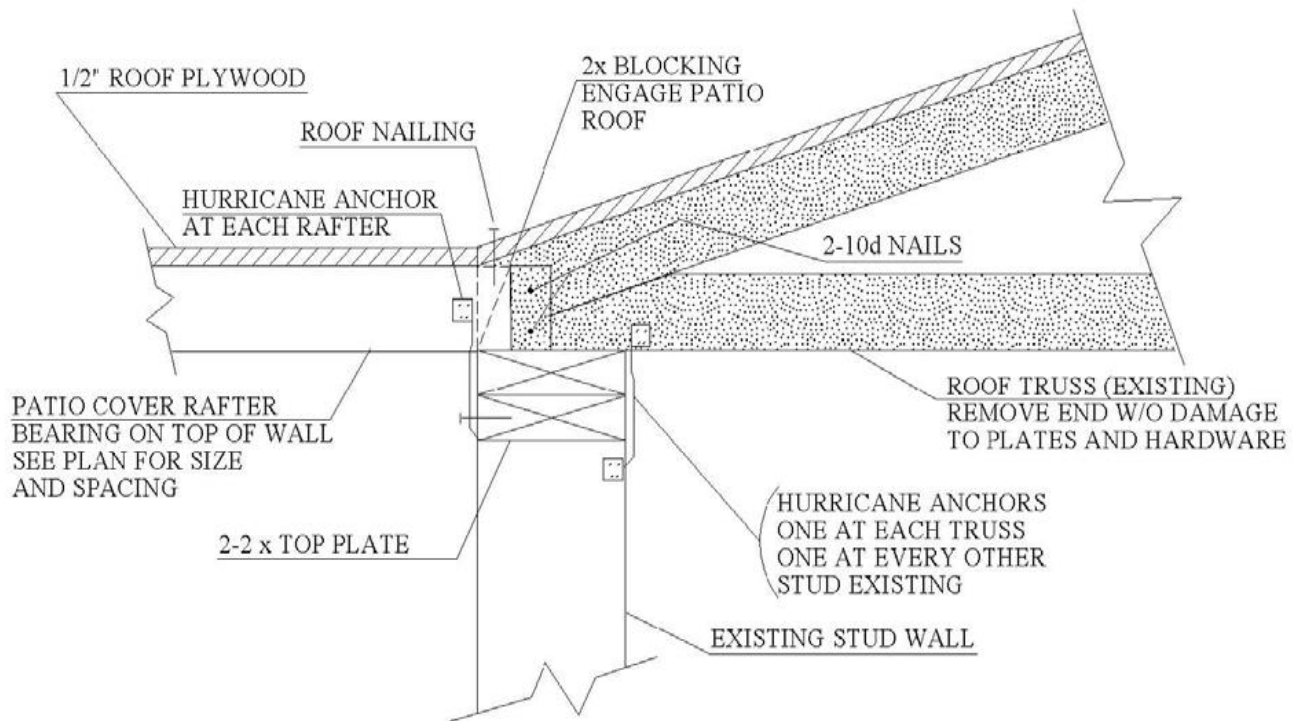




A

### PATIO COVER COLUMN TO BEAM

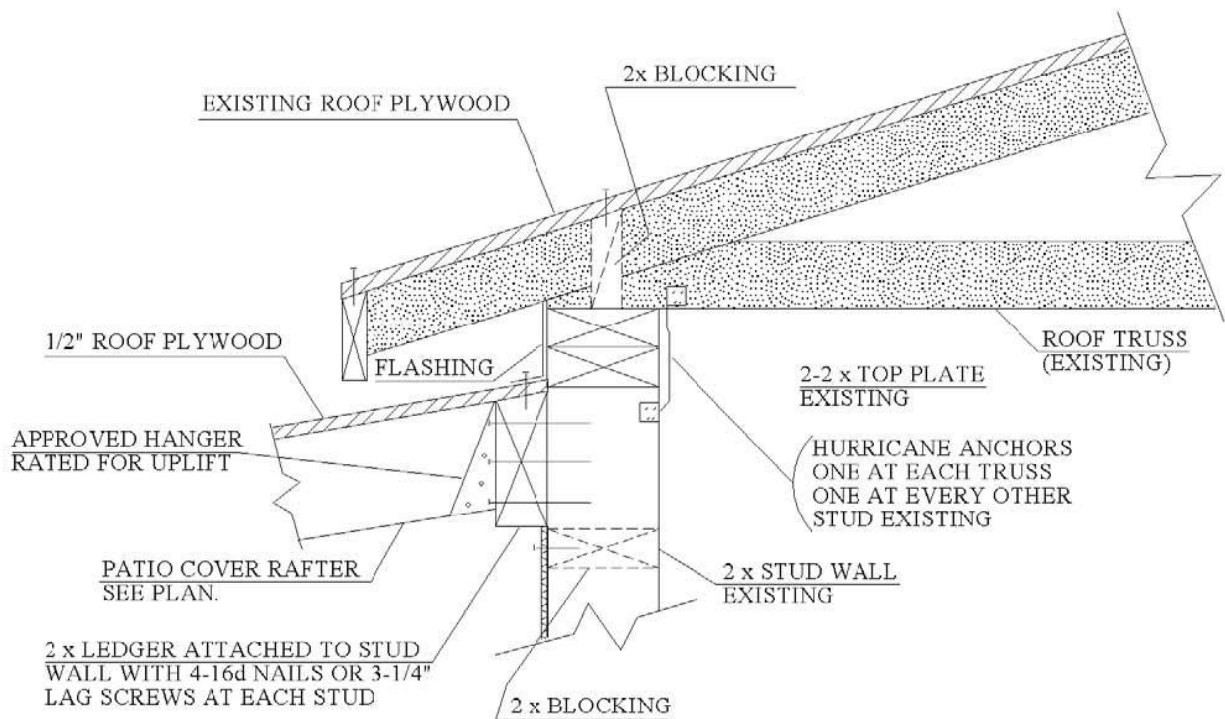
SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



B

### PATIO COVER RAFTER AT EXISTING WALL

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)

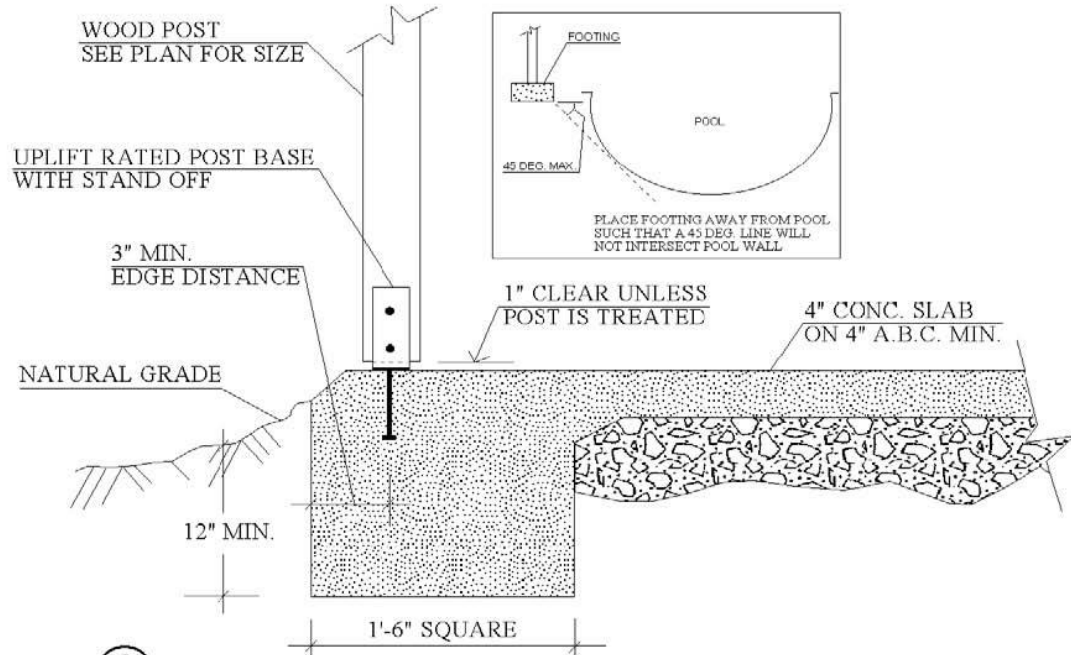


(B) ALT.

### PATIO COVER RAFTER AT EXISTING WALL

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE

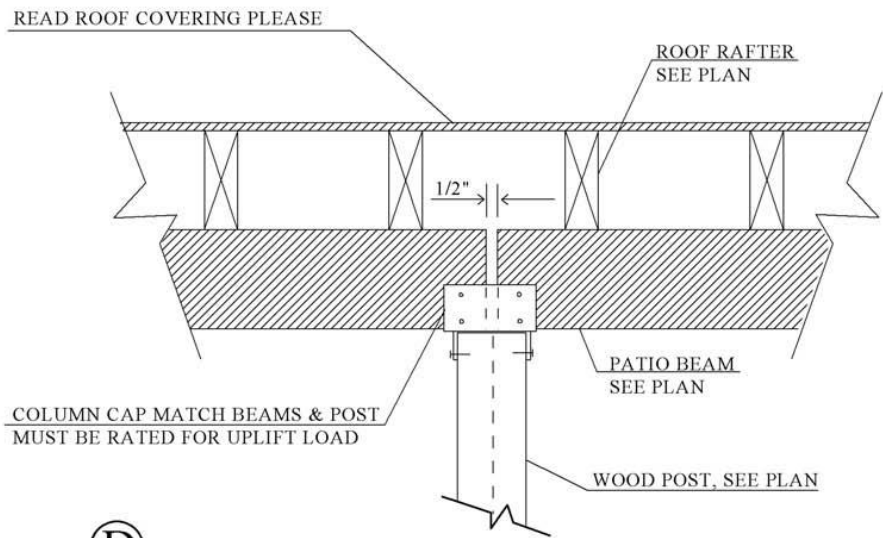
(P.S.N.)



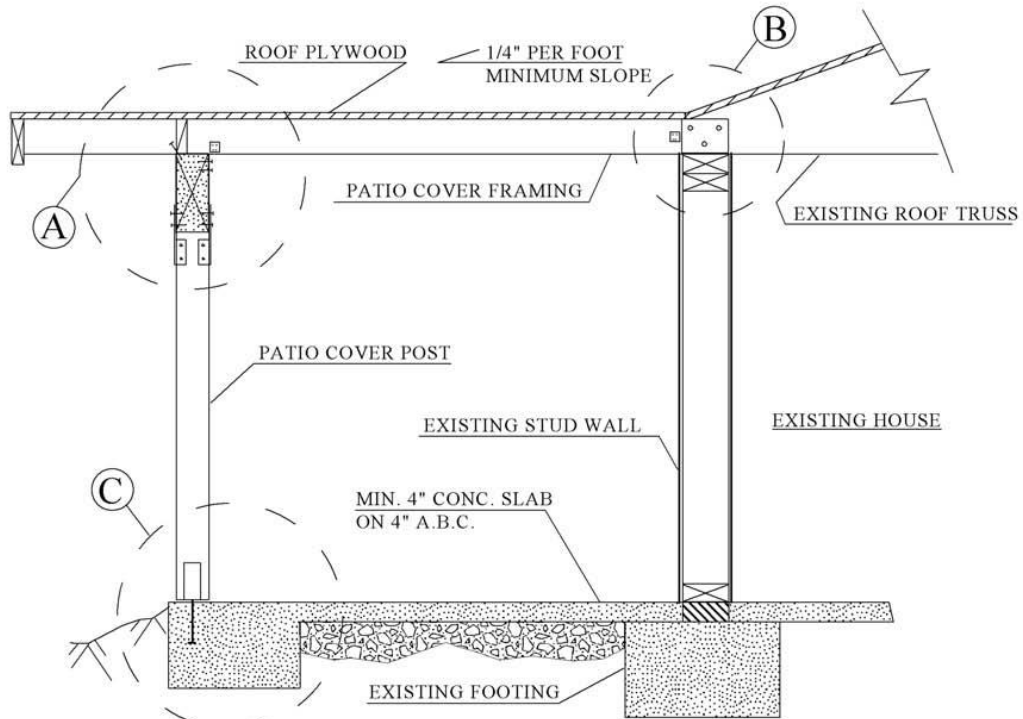
(C)

### FOOTING AT PATIO COVER POST

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



**D** BEAMS AT CENTER POST  
SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



**1** SECTION AT PATIO COVER  
SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)

## Accessory Buildings

An accessory building is a building that is subordinate and customarily incidental to the main building on the same lot, including a private garage, but not involving any activity used for commercial or dwelling purposes.

To obtain a building permit, please submit:

- Completed application
- Three copies of the plot plan showing the house on the lot and the proposed accessory building with distances between buildings and to the property lines
- Three copies of the building plan, showing applicable details. At a minimum, a foundation plan, a roof framing plan, a floor plan and wall sections are required

An accessory building must:

- Meet the minimum side and rear yard setbacks required for the zoning district in which it is located. Fire separation required by the Building Code shall also apply
- Accessory buildings in single-family residential districts shall not exceed 15 feet in height when located within a required setback, as required by the Town of Florence Development Code.

An accessory building cannot be constructed in advance of the principal structure and may not be used for dwelling purposes. Certain residential zones allow a habitable “guesthouse” but cannot contain a kitchen, refer to Section 150.047 of the Town Development Code. Indicate the proposed use of your building on your drawings.

Accessory buildings shall be architecturally compatible with the principal building. Provide information on your drawings indicating the wall and roof covering of the existing principal building.

Utilities may be provided in an accessory building to include mechanical, plumbing, water, sewer, heating, air conditioning, electrical or gas. If your accessory building includes conditioned space, see the requirements on the section regarding Room Additions in this manual for the minimum energy efficiency requirements.

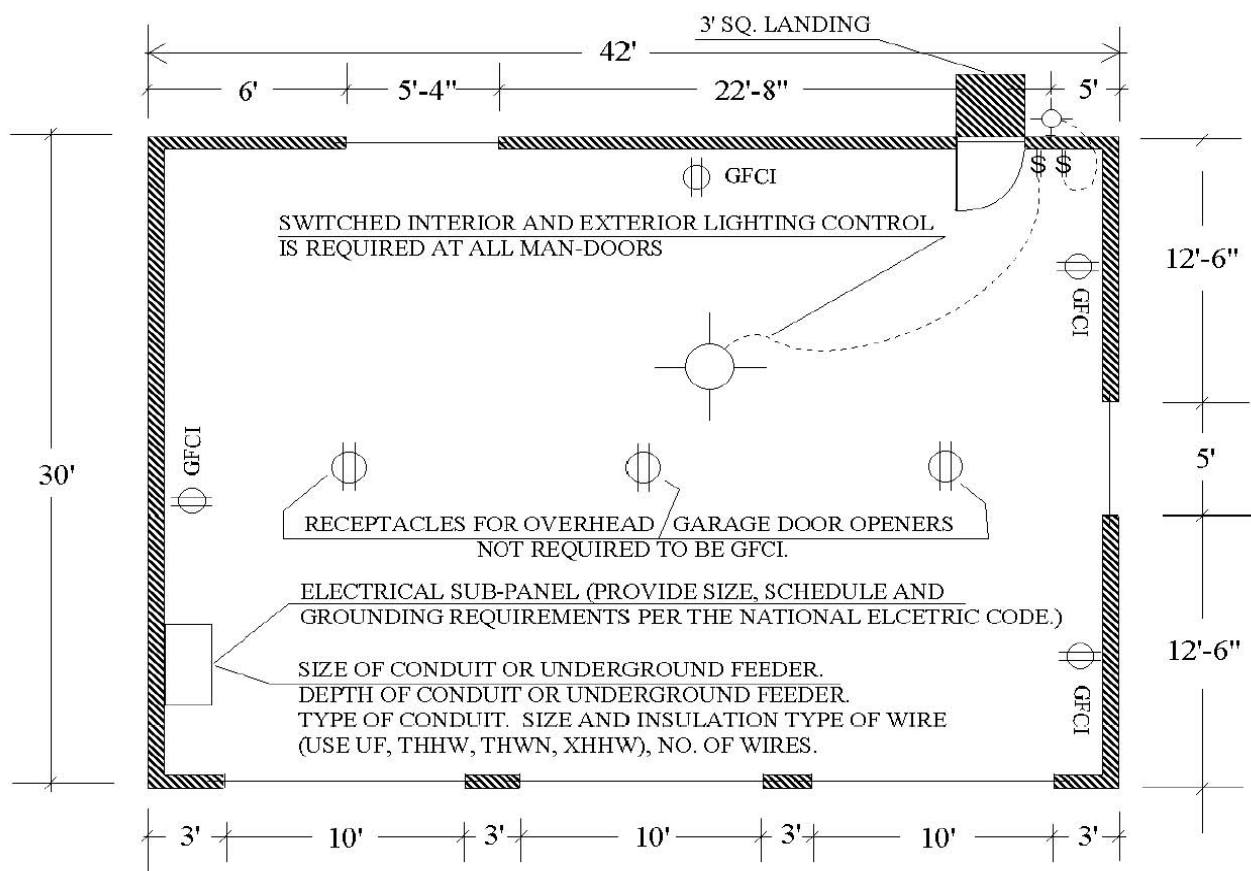
Provide a panel schedule showing the existing and new breakers if you propose adding a sub-panel. Load calculations may also be required. (See Appendix B at the back of this booklet for a calculation form that you can use to simplify the process.)

If you plan to use engineered roof trusses on your project, you must submit sealed engineered roof truss calculations with your permit application.

Enclosed attics and enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters shall have cross ventilation for each separate space by ventilating openings protected against the entrance of rain and snow. Ventilating openings shall be provided with corrosion-resistant wire mesh with 1/8-inch minimum to 1/4-inch maximum openings.

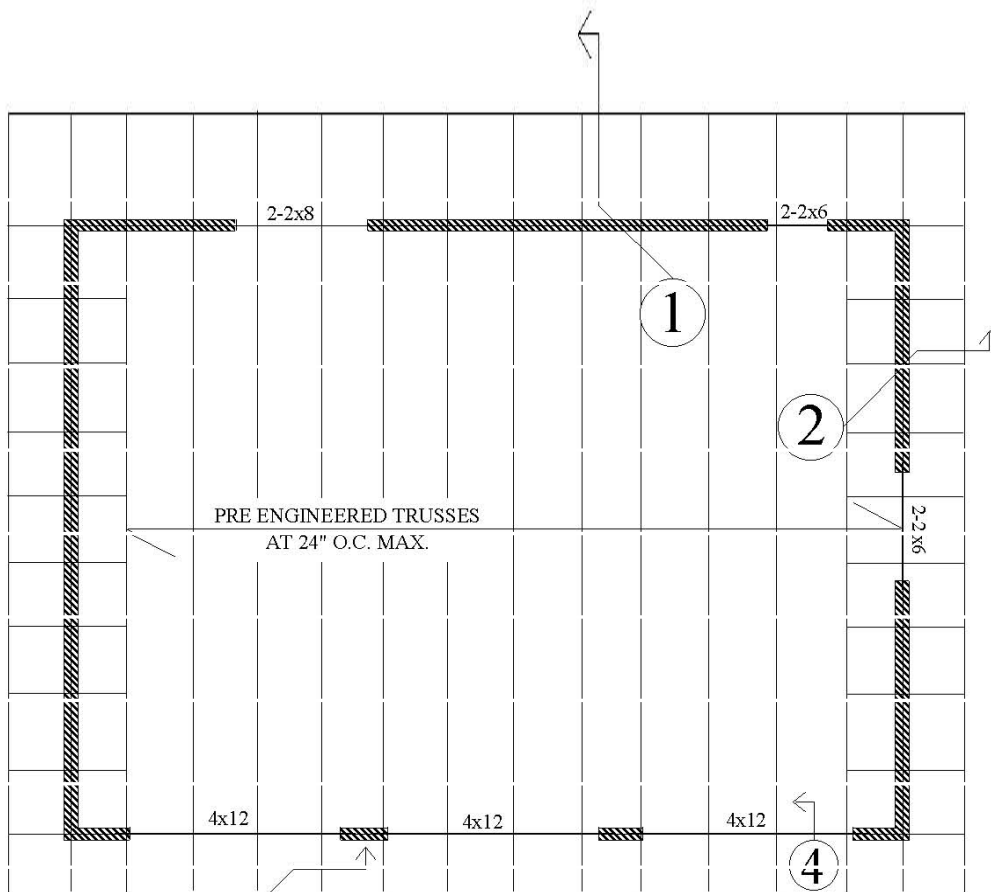
The total net free ventilating area shall not be less than 1 to 150 of the area of the space ventilated, except that the total area is permitted to be reduced to 1 to 300, if at least 50% and not more than 80% of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet above eave or cornice vents with the balance of the required ventilation provided by eave or cornice vents. As an alternative, the net free cross-ventilation area may be reduced to 1 to 300 when a vapor barrier having a transmission rate not exceeding 1 perm is installed on the warm side of the ceiling.

You must include roof vent calculations in your drawings

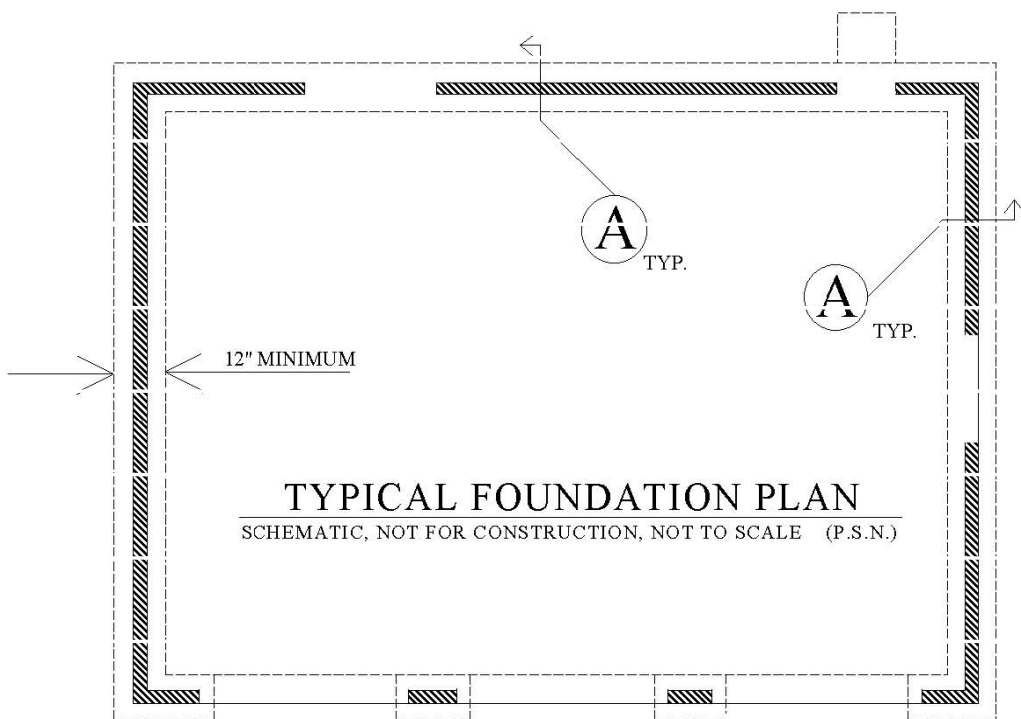


## FLOOR PLAN AND ELECTRICAL FOR TYPICAL ACCESSORY BUILDING

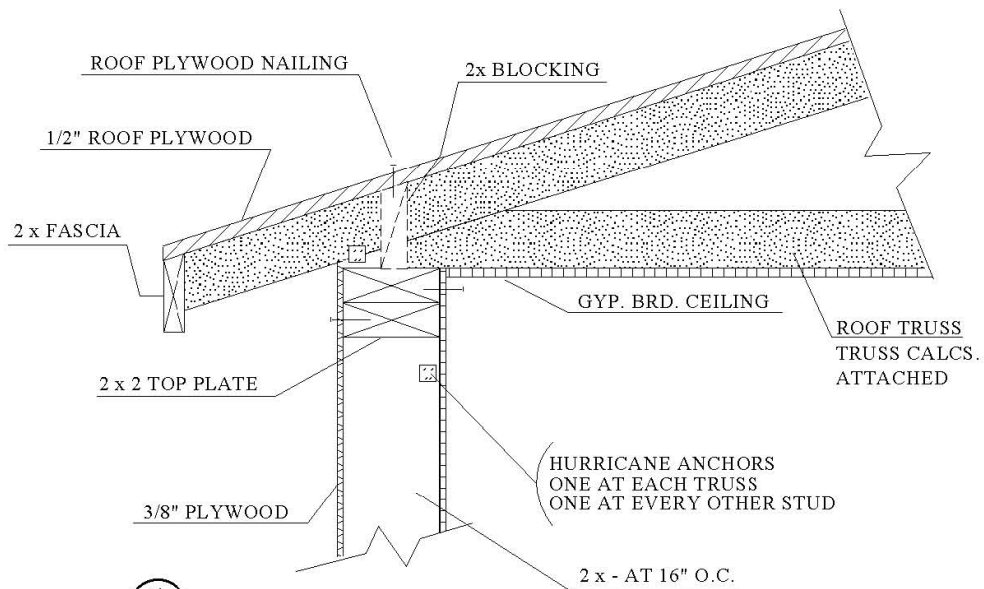
SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE



typ. **3** **TYPICAL ROOF FRAMING PLAN**  
 SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



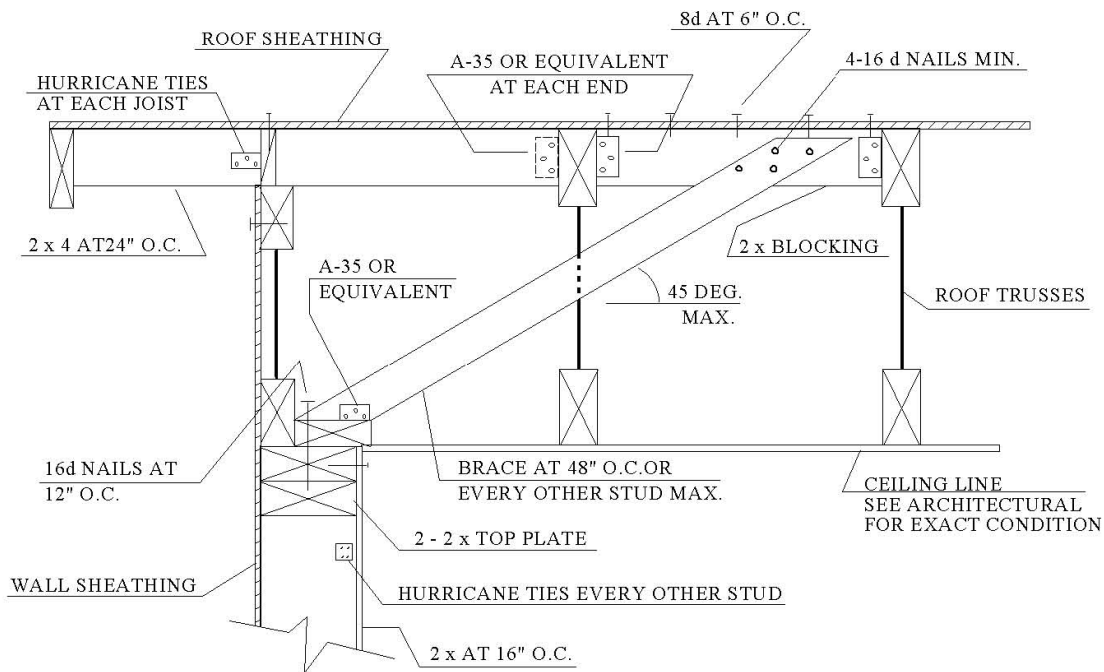
**TYPICAL FOUNDATION PLAN**  
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①

## ROOF TRUSS AT STUD WALL

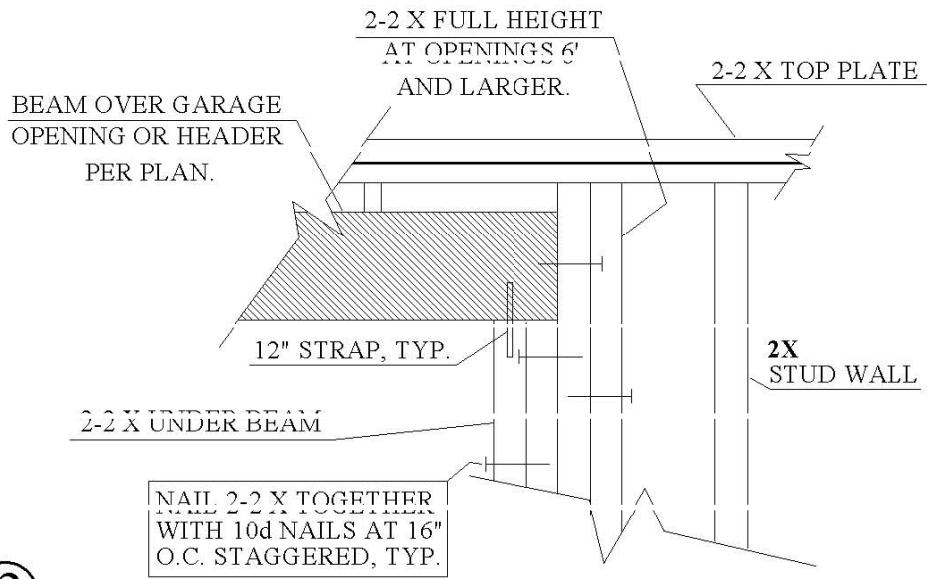
SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



②

## GABLE-END BRACE AT ROOF FRAMING

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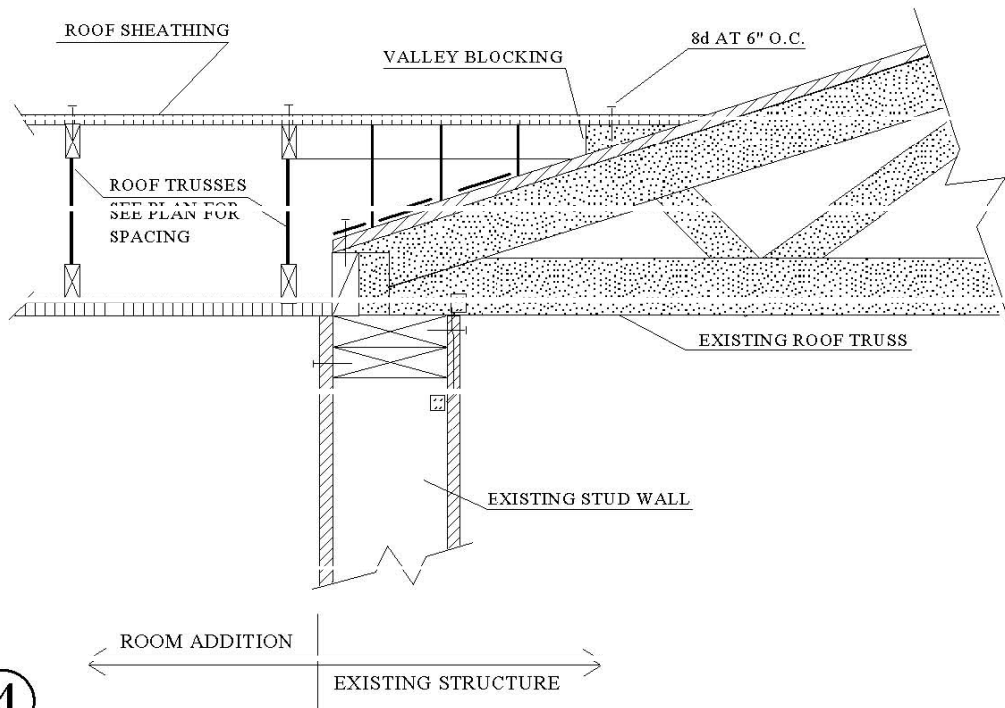


3

### TYPICAL JAMB AT GARAGE OPENINGS

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE

(P.S.N.)

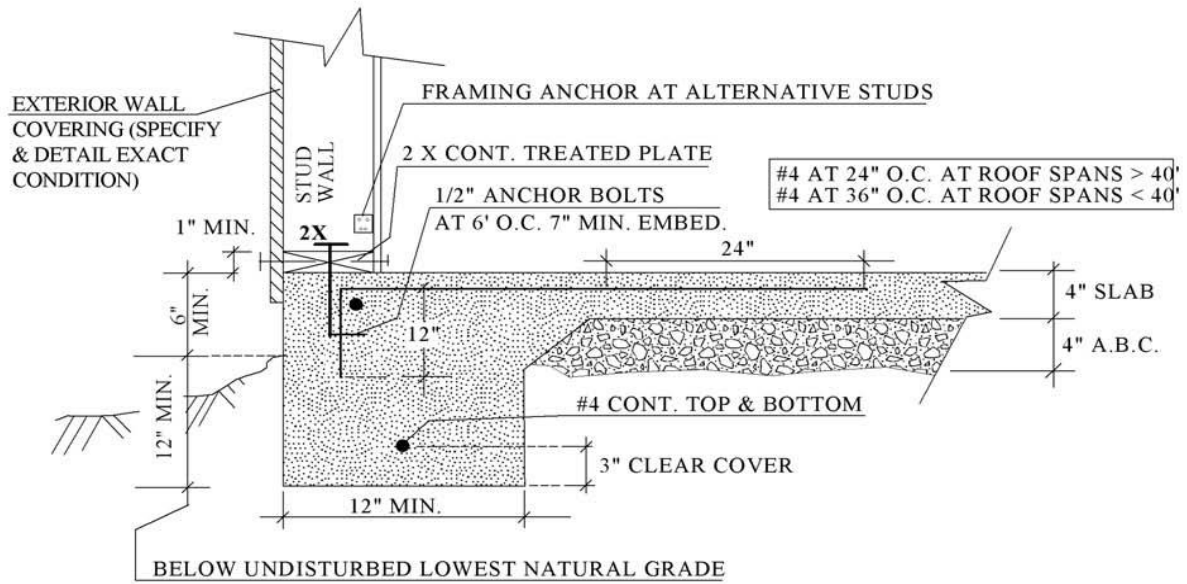


4

### NEW ROOF AT EXISTING STRUCTURE

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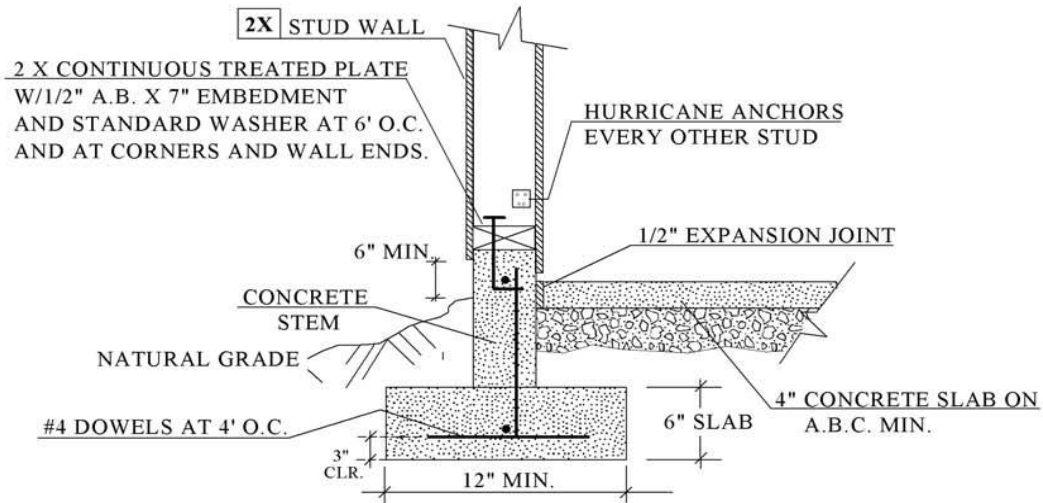
(P.S.N.)



A

### MONOLITHIC FOOTING AT STUD WALL

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)



A

ALTERNATIVE

### TYPICAL FOOTING AT STUD WALL

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE (P.S.N.)

## **Open-Air Ramada's or Gazebos**

An open-air ramada or gazebo is a free standing, not attached to the primary structure. It is open on the sides and supporting a roof or lattice-type cover. Its primary purpose is to provide shade in conjunction with a recreational activity such as a swimming pool, spa, or sitting area. It is not to exceed both 15 feet in height and 120 square feet in area.

Any proposed ramada or gazebo that exceeds these specifications will be reviewed as an accessory building and is required to meet all property setbacks as indicated in the previous section of this manual.

An open-air ramada or gazebo only requires a 5-foot side yard and 5-foot rear yard setback in most residential zones, as measured from the edge of the roof or cover. In the event that an alley, or common public or private open space, other than a street, adjoins the rear yard along one or more of the property lines, the required 5-foot setback from that property line to the ramada may be eliminated.

## **Arizona Rooms**

Arizona rooms are defined as enclosed porches or covered patios that are enclosed with insect screening, openings, glazing or a combination of insect screening and a "knee wall" so that at least 65% of the longer wall and one additional wall, below a minimum of 6 feet 8 inches measured from the floor, is of screen material. These Arizona rooms shall be used only for recreational, outdoor living purposes and not as storage or habitable rooms. The covered roof portion of this structure, whether previously constructed, or constructed in the course of building the Arizona room, shall be designed for a minimum live load of 10 psf. Exterior openings required for light and ventilation shall be permitted to open into the Arizona room.

If you wish to enclose your patio to make it a habitable room, it shall comply with all applicable Building Codes for a primary dwelling unit.

## **Remodeling**

A permit is needed for remodeling work not listed as exempt within this manual. Remodeling projects typically need to comply with the same requirements listed for room additions.

## **Roofing**

You need a permit to re-roof your house when you are:

- Replacing the old roofing material with a different material such as concrete tile. An engineering analysis may be required to determine if the existing roof assembly will withstand the additional loads
- The existing roof has 2 layers of roofing. This requires a tear-off and a sheathing inspection
- Any time a tear off is done

## Stucco

Stucco systems require a permit and inspection under most circumstances. The building inspector will need to verify that the installation contractor is a licensed applicator and the lath, flashing and screeds are installed per code.

**Exception** - The only time a permit is not required for a stucco system is if the stucco is being directly applied (no lath) to CMU walls

## Room Additions

A room addition is defined as any space added on to an existing dwelling, including the enclosure of an existing covered area, such as a patio cover.

To obtain a building permit, please submit:

- Completed application
- Three copies of the plot plan showing the house on the lot and the proposed room addition with distances to property lines
- Foundation plans, wall details, load calculations and exterior elevations
- Existing and proposed dimensioned floor plan showing windows and sizes, location of plumbing fixtures, electrical outlets, heating, lighting, and smoke alarms

The addition must be architecturally integrated with the existing residence. It should not detract from the surrounding residences.

The drawings need to clearly indicate what the wall and roof covering is on the existing residence as well as the proposed addition. You must provide elevation drawings showing both the existing residence as well as the proposed addition.

Show the footing size on your wall section. Continuous footings are a minimum of 12 inches wide and a minimum of 12 inches below grade. The sill plate shall be a minimum of 6 inches above grade.

Typically, any room (other than a bathroom or kitchen) that has a closet shall be considered a sleeping room and will need to meet all sleeping room requirements.

Sleeping rooms, as well as the area outside of sleeping rooms, are required to have smoke alarms. When interior alterations, repairs or additions requiring a permit are made, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be provided with smoke alarms located as required for new dwellings. The smoke alarms must be interconnected and hard wired.

Any main door to the outside must have a landing. The width of each landing shall not be less than the door served. Every landing shall have a minimum dimension of 36 inches measured in the direction of travel.

A switched exterior light is required at the exterior side of each outdoor egress.

Any non-bearing interior wall to be added does not need its own footing, but it shall have a bottom plate of treated wood or wood of natural resistance to decay. This bottom plate must be fastened to the slab in an approved manner and must be a minimum of 6 inches above the adjoining surface.

Any bearing or non-bearing exterior wall shall have its own footing, a bottom plate of treated wood or wood of natural resistance to decay, must be secured in an approved manner and must be a minimum of 4 inches above dirt and 2 inches above concrete.

If you plan to use engineered roof trusses on your project, you must submit sealed engineered roof truss calculations or the roof truss design review waiver with your permit application. The waiver requires the seal of a State of Arizona registered architect or engineer.

Provide a complete floor plan of the room adjacent to the proposed room addition. Indicate the size of the existing room, the size and location of all exterior doors and windows.

Provide every dwelling unit with heating facilities capable of maintaining a minimum room temperature of 68°F at a point 3 feet above the floor and 2 feet from exterior walls in all habitable rooms. Portable space heaters shall not be used to achieve compliance with this requirement. Indicate how the required heating will be provided.

At least one wall switch controlled lighting outlet shall be installed in every habitable room and bathroom.

Install receptacle outlets so that no point along the floor line in any wall space is more than 6 feet (measured horizontally) from an outlet in that space. In so far as practicable, space receptacles at equal distances apart.

All branch circuits that supply 125-volt, single-phase, 15- and 20 amp outlets installed in dwelling unit bedrooms shall be protected by an arc-fault circuit interrupter listed to provide protection of the entire branch circuit.

A receptacle outlet shall be installed at each kitchen wall counter space 12 inches or wider. Receptacle outlets shall be installed so that no point along the wall line is more than 24 inches measured horizontally from a receptacle outlet in that space. Exception: Receptacle outlets shall not be required on a wall directly behind a range or sink. At least one receptacle outlet shall be installed at islands and peninsulas with a long dimension

of 24" or greater and a short dimension of 12" or greater. All 125 volt 15 and 20 amp receptacle outlets serving kitchen countertop spaces shall have GFCI protection.

All 125-volt, single phase, 15- and 20-ampere receptacles installed outdoors shall have ground-fault circuit-interrupter protection (GFCI) for personnel.

At least one wall receptacle outlet shall be installed in bathrooms. It must be located within 36 inches of the outside edge of each lavatory basin. The receptacle outlet shall be located on a wall that is adjacent to the lavatory basin location. All 125-volt, single-phase, 15 and 20-amp receptacles installed in bathrooms shall have ground-fault circuit-interrupter protection (GFCI) for personnel.

Provide a panel schedule showing the existing and new breakers if you propose adding a sub-panel. Load calculations may also be required. (See Appendix B at the back of this booklet for a calculation form that you can use to simplify the process.)

Every sleeping room shall have at least one openable emergency escape and rescue opening.

- If the opening is a window, it shall have a sill height of not more than 44 inches above the floor
- All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (5 square feet at grade level)
- The minimum net clear opening height shall be 24 inches
- The minimum net clear opening width shall be 20 inches
- Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge

Enclosed attics and enclosed rafter spaces formed where ceilings are applied directly to the underside of the roof rafter shall have cross ventilation for each separate space by ventilating openings protected against the entrance of rain or snow. Ventilating openings shall be provided with corrosion-resistant wire mesh, with 1/8-inch minimum to 1/4-inch maximum openings.

The total net free ventilating area shall be not less than 1 to 150 of the area of the space ventilated, except that the total area is permitted to be reduced to 1 to 300, if at least 50% and not more than 80% of the required ventilating area is provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet above eave or cornice vents, with the balance of the required ventilation provided by eave or cornice vents. As an alternative, the net free cross-ventilation area may be reduced to 1 to 300 when a vapor barrier having a transmission rate not exceeding 1 perm is installed on the warm side of the ceiling.

You must include roof vent calculations in your drawings.

Please provide a water meter worksheet if you are adding plumbing fixtures (see Appendix A for an example). This information must be on the plans, not a separate sheet.

Any addition of conditioned space shall meet the minimum energy efficiency requirements of Chapter 11 of the 2012 International Residential Code. (Compliance with Chapter 4 of the 2012 International Energy Conservation Code is also acceptable.) Following are the minimum requirements from Table N1102.1 of the 2012 International Residential Code

➤ Windows/Skylights	U-Factor	.75
➤ Windows/Skylight	Solar Heat Gain Coefficient	.40
➤ Ceiling	R-Value	30
➤ Wood Frame Wall	R-Value	13
➤ Mass Wall	R-Value	4
➤ Floor *	R-Value	13

\*This is not a slab on grade; this would be the value for a typical framed floor

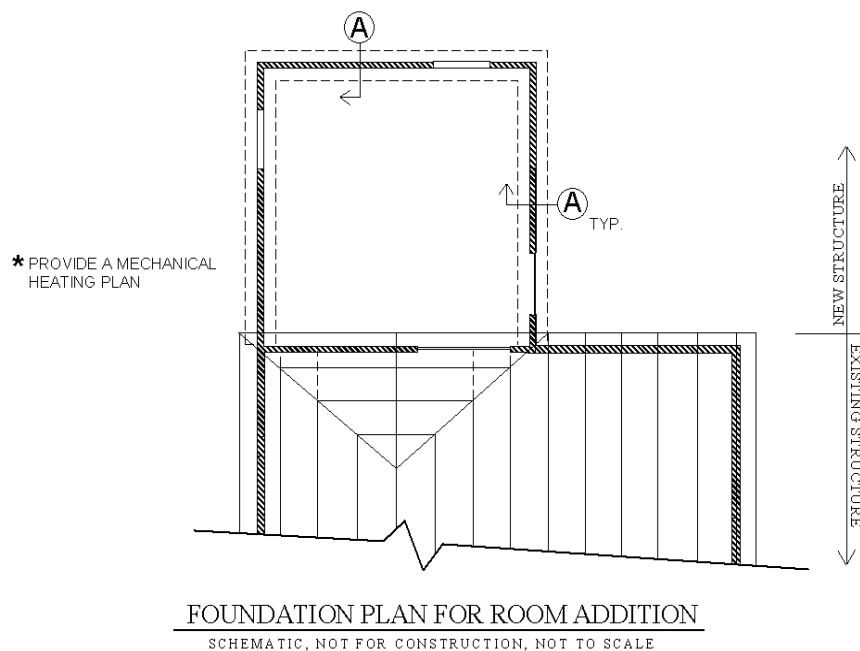
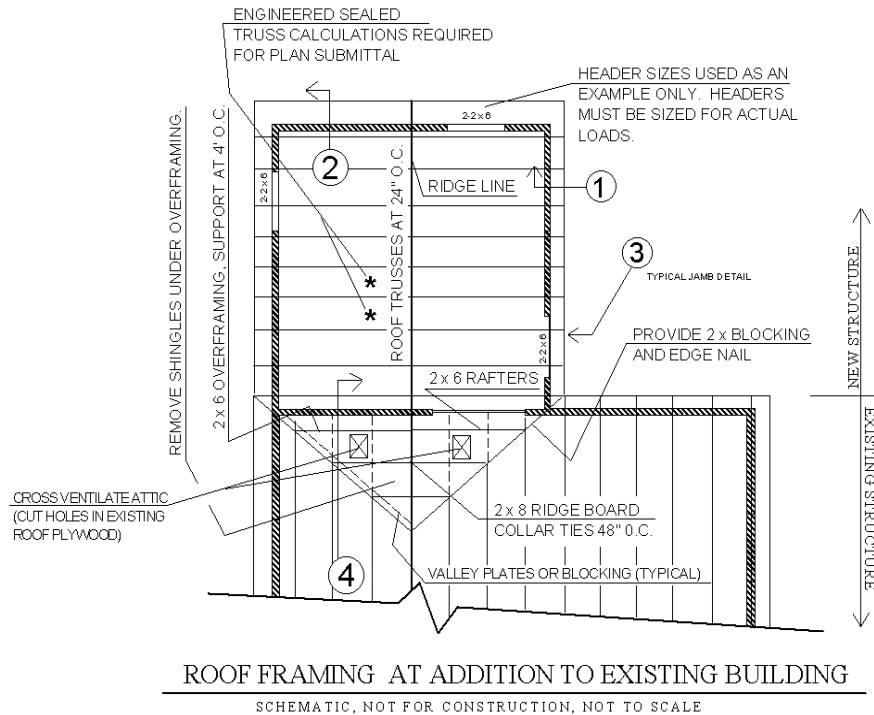
The building thermal envelope shall be durably sealed to limit infiltration. The following shall be caulked, gasketed, weather stripped, or otherwise sealed.

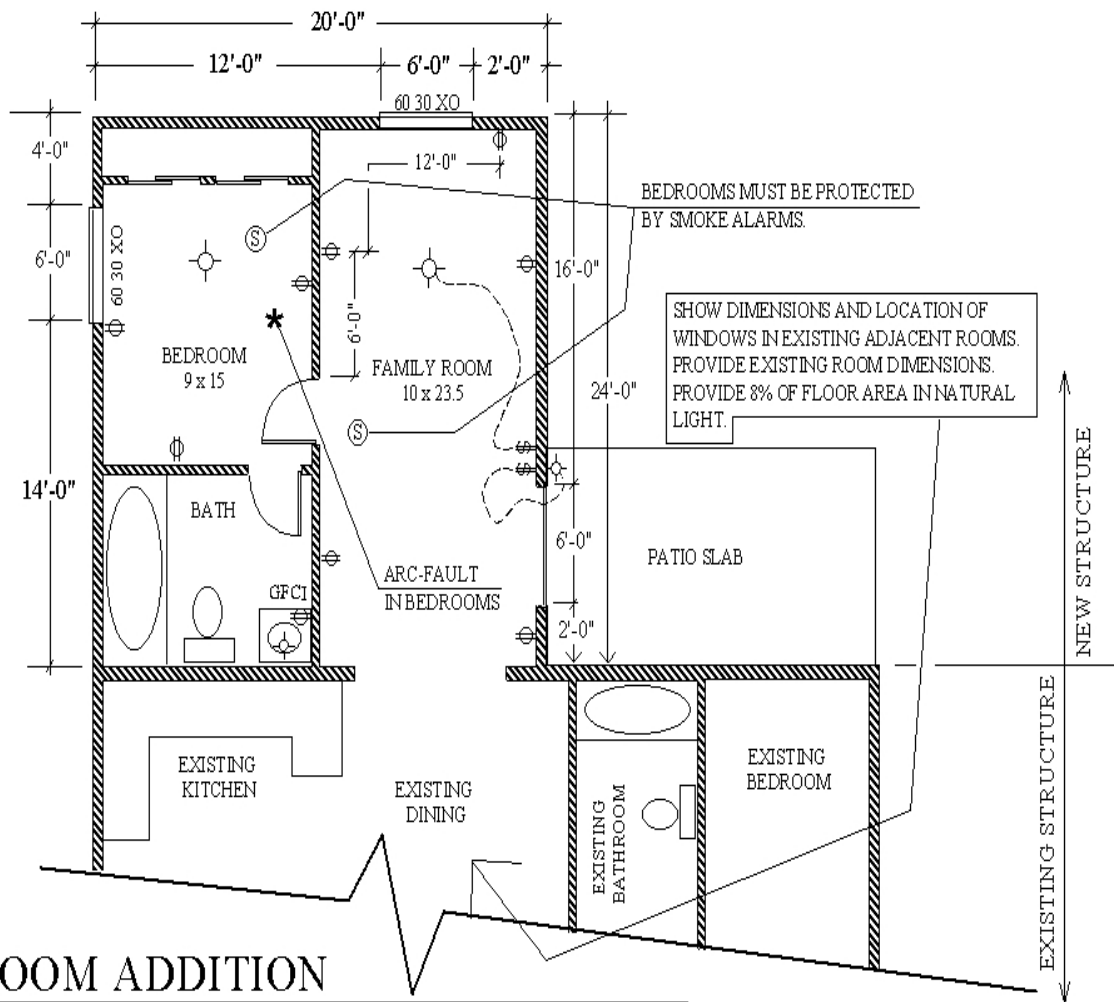
- All joints, seams and penetrations
- Site-built windows, doors and skylights
- Openings between window and door assemblies and their respective jambs and framing
- Utility penetrations
- Dropped ceilings or chases adjacent to the thermal envelope
- Knee walls
- Walls and ceilings separating the garage from conditioned spaces
- Behind tubs and showers on exterior walls
- Common walls between dwelling units
- Other sources of infiltration

Supply and return ducts shall be insulated to a minimum of R-8. Mechanical system piping capable of carrying fluids and circulating hot water systems shall be insulated to a minimum of R-2.

A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant R-values of insulation installed in or on ceiling/roof, walls, foundation and ducts outside conditioned spaces; U-factors for fenestration; and the solar heat gain coefficient (SHGC) of fenestration (windows/glass doors/skylights). Where there is more than one value for each component, the certificate shall list the value covering the largest area.

The certificate shall list the type and efficiency of heating, cooling and service water heating equipment. (The blank certificate is provided with your building permit.)





## ROOM ADDITION

SCHEMATIC, NOT FOR CONSTRUCTION, NOT TO SCALE

### Storage Sheds

A storage shed is defined as a subordinate detached structure or building used primarily for storage purposes, of a height not greater than 15 feet, and total square footage **under the roof not to exceed 120 square feet**, with no utilities (water, sewer, electrical or gas).

As defined, this structure does not require a building permit. If the storage shed exceeds the parameters defined above, it becomes an accessory building and shall meet the requirements for that type of structure.

Storage sheds are limited to one per lot and they must be in the side or rear yard of the property.

They are subject to side and rear yard setback requirements and shall not be placed in an easement.

Storage shed roofs shall not drain onto adjoining properties.

## **Swimming Pools and Spas**

All pools and spas require a permit, whether constructed above or below ground

Pool engineering plans, stamped and sealed by an engineer, are required on all custom in-ground pools and spas. Plans are required on all pre-manufactured above ground pools and spas.

Swimming pools shall not occupy any front yard, nor shall the water's edge be located closer than 3 feet to any side or rear property line or be less than the depth away from a property line or structure.

The water's edge must be a minimum of 3 feet from the fence for all pools constructed on a lot with an offset property line and/or an offset fence.

A pool or pool decking cannot be constructed across a property line or utility easement.

An engineered surcharge design is required for in-ground pools built closer than 5 feet to a building foundation.

Pool equipment shall be at least 5 feet from the water's edge.

Prior to construction, all easements shall be cleared by the utility companies.

Any glazing within 5 feet of the water's edge where the bottom edge is less than 60 inches above grade must be safety glazed. Any metals within 5' of water's edge must be bonded. Tinting film may not be used to satisfy this requirement.

## **Fences**

Town of Florence Code requires a 5-foot minimum to a 6-foot maximum perimeter fence around the property, as measured on the outside of the property (refer to the Town Development Code, Part 6). This fence may be a solid masonry or wrought iron fence. Refer to the section on fences and walls within this manual for the requirements for fences over 6 feet in height.

## **Pool Barriers**

Chapter 31 of the 2012 International Building Code requires a pool barrier:

- For residential pools, a 5-foot minimum wrought iron or block and wrought iron combination measured on the side of the barrier that faces away from the swimming pool (refer to Graphic A)

- Self-closing, self-latching devices on doors at 54" above finished floor that access the pool area (refer to the door and window information in the "Pool Barrier Guidelines" section)
- Window devices (refer to the door and window information in the "Pool Barrier Guidelines" section)
- Audible alarms on doors and screens (refer to the alarm information in the "Pool Barrier Guidelines" section)
- Approved lockable or latchable hard cover for spas with a water area under 8 feet wide (refer to safety covers information in the "Pool Barrier Guidelines" section)
- Approved key-operated, motorized safety cover that complies with ASTM F 1346 (refer to safety covers information in the "Pool Barrier Guidelines" section)

## **Gates**

If no interior fence is present, the gate on the perimeter fence must swing outward from the pool and be self-closing and self-latching.

If a separate interior fence is present, the perimeter gate also must swing in the direction of egress and be self-closing or self-latching.

All gate leafs 4 feet or less are to be considered as pedestrian gates and must be self-closing and self-latching, with a latch height at 54 inches above grade. An RV gate that is the only way to get from the front of the house to the back of the house, without going through the house (i.e. it may also be used as a pedestrian gate), requires one of the leafs to be self-closing and self-latching regardless of how wide it is if there is not a separate interior fence.

All gate leafs over 4 feet must be secured with a locking device and be kept locked.

A spring-loaded hinge may be used to make a gate self-closing. This is a stretch spring mounted horizontally from the gate to a post or pilaster or a torque spring mounted in an almost vertical position from the gate to a post or pilaster. The torque spring is to be mounted on the face of the gate that will allow the torque spring to unwind and PUSH the gate to the latched position (see Graphic B at the end of this section for torque spring installation).

## Inspections

No one needs to be home for the first inspection, which is the pregunite inspection.

**The homeowner must be present for the second inspection** (preplaster inspection) if the house forms part of the interior barrier around the pool or there is no interior pool fence. However, if an interior fence encompasses the entire pool, then the homeowner does not need to be present for the second inspection.

All electrical service panels shall be left unlocked for the inspector.

Inspections that require entry into the home will not be conducted if only minor children are at home.

## Pool Barrier Guidelines

*Please note:* the pool barrier requirements must be met whether or not children of any age are living at the dwelling.

### ***Barrier***

Pool barriers shall be an interior fence, perimeter wall, building wall or a combination thereof, which completely surrounds the swimming pool. The top of the barrier, including all gates and doors therein, shall not be less than 5 feet above finished floor or finished grade measured on the exterior side of the enclosure.

There shall be no horizontal or vertical openings, holes, or gaps in the interior barrier large enough for a sphere 4 inches in diameter to pass through. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the pool.

A barrier fence or wall shall have no handholds, footholds or horizontal members accessible from the exterior side of the enclosure. Horizontal members of fences shall be spaced not less than 45 inches apart measured vertically or shall be placed on the pool side of a fence which has no opening greater than 1¾ inches measured horizontally. Wire mesh or chain link fences shall have a maximum mesh size of 2 ¼ inches square.

## Gates and Doors

All pedestrian access gates in a pool barrier shall be self-closing and self-latching and must open outward from the pool. Gate latches shall be located not less than 54 inches above finished grade or shall otherwise be made inaccessible from the outside by small children. (See Graphic B at end of this section).

All exterior hinged or sliding doors leading from a dwelling unit, bedroom, garage or storage room directly into a swimming pool enclosure shall be self-closing or shall be equipped with audible alarms. Hinged doors shall open away from the pool area.

Self-closing devices shall consist of one of the following:

- Spring loaded hinges
- Pneumatic closures (without stops)
- Approved sliding glass door closures

Latching mechanisms shall consist of one of the following:

- Passage lock located 54 inches above the finished floor
- Sliding glass door latches shall be located 54 inches above the finished floor

Alarms shall produce an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed in accordance with UL 2017.

If a pet door is large enough that a sphere 4 inches in diameter will pass through and is located in any wall of the dwelling that forms a part of the interior barrier, it must be rendered unusable with screws or nails, so the slide portion of the pet door cannot be removed.

## **Windows**

All windows facing a swimming pool shall be equipped with a latching device or a screwed-in wire mesh screen.

For emergency escape or rescue windows, the latching device shall be located not less than 54 inches above the finished floor.

For all other openable dwelling unit or garage windows, the latching device shall consist of one of the following:

- A keyed lock that prevents opening the window more than 4 inches
- A screwed-in-place wire mesh screen
- A latching device located not less than 54 inches above the finished floor

## Safety Covers

A hard safety cover, which may be latched or locked, shall be deemed to meet all barrier requirements of this section for any spa or hot tub, which does not exceed 8 feet in width at any peripheral point.

A key-operated, motorized safety cover which complies with ASTM E 13-89 may be used to meet the requirements of this section for a barrier between a single family dwelling and a swimming pool accessory to that dwelling, provided that the requirements of the Town Development Code, Part 6 are met. (This code section refers to the requirement for a perimeter fence not less than 5-foot high.)

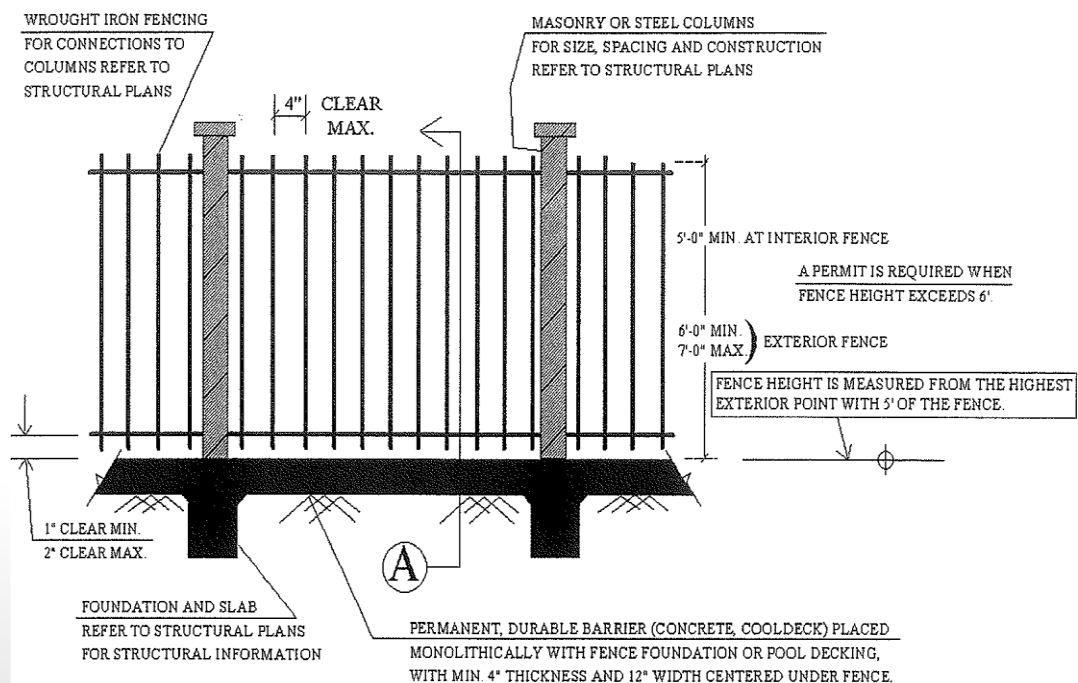
## Above Ground Swimming Pools

All above ground pools, with non-climbable sides not less than 48 inches high above the finished grade, may be located on a single-family residential property without requiring an interior fence, wall or barrier between the pool and the dwelling. Any access ladder or steps shall be removable without tools and secured in an inaccessible position with a latching device not less than 54 inches above the ground when the pool is not in use to prevent access, or the ladder or steps shall be surrounded by a barrier that meets the requirements of an in ground pool. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter sphere.

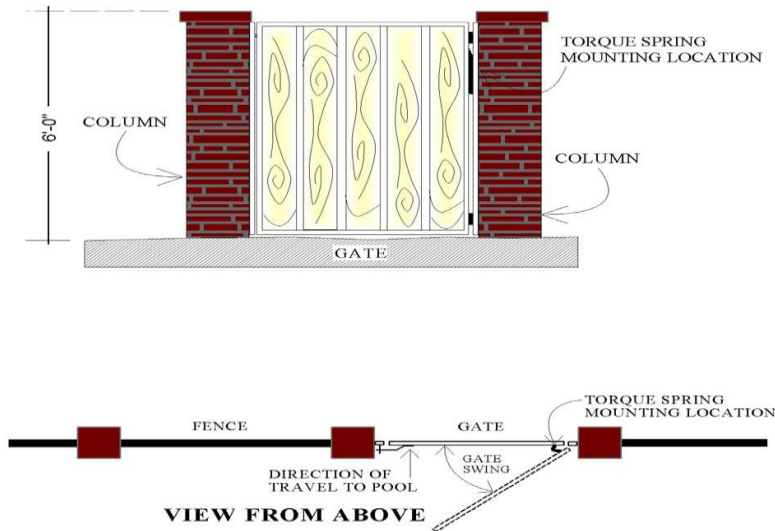
## Entrapment Avoidance

Suction outlets shall be designed to produce circulation throughout the pool or spa. Single outlet systems, such as automatic vacuum cleaner systems, or other such multiple suction outlets whether isolated by valves or otherwise shall be protected against user entrapment.

**Graphic A**



**Graphic B**



**\*\*If the latch is less than 54" from bottom of gate, then latch must be located on pool side of gate, 3" from the top\*\***

## **Required Inspections**

This section lists the minimum inspections required by the Town of Florence.

To schedule an inspection, call (520) 868-7601 no later than 2:00 pm the working day prior to be placed on the schedule within the next two (2) business days or access our online portal at <https://tw-florence-az.smartgovcommunity.com/portal/Public/home>

If you are unable to access this website, you can utilize the Town's voicemail system for building inspections at (520) 868-7601. The building inspector must approve all work before construction can proceed to the next level. All work to be inspected must be accessible and exposed.

### **Type of Inspection**

### **Request Inspection When...**

- |                          |   |
|--------------------------|---|
| 1. Footings              | All forms, reinforcing steel and Ufer ground are in place. An additional inspection is required for stems poured separately |
| 2. Monolithic footing    | Reinforcing steel, Ufer, forms and accessories are in place, but not covered  |
| 3. Stem wall             | Forms are aligned and staked, grade pins installed and reinforcing steel is in place  |
| 4. Plumbing (groundwork) | The under floor building drain is installed, shaded and under pressure test, but not covered                                |

- |  |  |
|--|--|
| 5. Water piping (groundwork)   | All under floor water piping is installed, but not covered                                       |
| 6. Building sewers (the sewer piping connecting the building with the private sewer or the public sewer) | Pipes are installed, shaded and properly supported, but not covered                              |
| 7. Water service (the water yard piping from the Town water meter to the building)                       | Pipes are installed and under pressure, but not covered  |
| 8. Upper level drainage  | Tubs are filled to flood rim   |
| 9. Strap and shear   | All shear panels and mechanical fasteners are installed, but not covered, including roof nailing |

***Note: inspections 10 through 13 are done concurrently***

- |                                   |  |
|-----------------------------------|--|
| 10. Rough electrical              | All rough-in electrical is installed, but not covered  |
| 11. Rough plumbing                | All rough-in plumbing is installed and under pressure test, but not covered  |
| 12. Rough heating and ventilation | All rough-in mechanical work is installed, but not covered. (Groundwork – request inspection when ductwork is installed, but not covered)                              |
| 13. Framing                       | The building is “dried in” and all framing members, gussets, shear panels, anchors and all plumbing, mechanical and electrical rough-ins are in place, but not covered |

***Note: inspections 14 and 15 are done concurrently***

- |                           |   |
|---------------------------|---|
| 14. Wallboard             | The wallboard is installed and nailed, but not filled or taped  |
| 15. Lath inspection       | All substrate wire mesh and trim are installed and ready to receive stucco, but not covered                       |
| 16. Electric (groundwork) | The conduit is installed, but not covered   |
| 17. Final Inspection      | The building is completed to the requirements of the approved plans, specification and the Town of Florence Codes |

## Appendix A

### Water Meter Worksheet

Fixture	Number	Value	Total
Water Closet (tank type)		x 2.2	
Shower Stall		x 1.4	
Bathtub (with/without overhead shower head)		x 1.4	
Lavatory		x 0.7	
Kitchen Sink		x 1.4	
Dishwasher		x 1.4	
Hose Bibs (count all)		x 2.5	
Laundry or Utility Sink		x 1.4	
Automatic Clothes Washer		x 1.4	
<b><i>If you use a full bath group, do not count the individual fixtures</i></b>			
Full Bath Group (with/without shower head or shower stall)		x 3.6	
Half Bath Group (water closet and lavatory)		x 2.6	
Kitchen Group (dishwasher and sink with/without garbage grinder)		x 2.5	
Laundry Group (clothes washer standpipe and laundry tub)		x 2.5	
<b><i>Total Fixture Units</i></b>			

Total developed length of the water line from the water meter to the furthest water-using fixture unit.  
(Note: this is usually the hose bib at the rear of the home).

Total distance: \_\_\_\_\_ feet

Indicate the size of the existing water meter and supply size:

Meter size \_\_\_\_\_

Supply size \_\_\_\_\_

***Note: for a room addition, please include both the existing and new on this sheet***

## Appendix B

### Electrical Load Calculation Worksheet

#### EXISTING DWELLING UNIT

#### NEC SECTION 220.83

For a dwelling unit having the total connected load served by a single 3-wire, 120/240 volt set of service entrance or feeder conductors with an ampacity of 100 or greater.

LIVABLE SQUARE FOOTAGE		SF @ 3 =		VA
SMALL APPLIANCE CIRCUITS (2 minimum)		@ 1500 =		
LAUNDRY CIRCUIT (Required in new dwelling: 1500)		=		
ELECTRIC DRYER (Nameplate rating or 5,000)		=		
ELECTRIC RANGE (Nameplate rating or 12,000)		=		
COOKTOP & OVEN (Nameplate rating or 6,000 each)		=		
MICROWAVE OVEN (Dedicated circuit: 1200)		=		
DISHWASHER (W or W/) Disposer on circuit: 1500)		=		
DISPOSER (Separate dedicated circuit: 720)		=		
ELECTRIC WATER HEATER (Nameplate or 4,500)		=		
OTHER		=		
OTHER		=		
OTHER		=		
SUBTOTAL				VA
FIRST 8 KVA AT 100%				
REMAINDER AT 40%				
SUBTOTAL				VA
DIVIDED BY 240 V				AMPS
AIR CONDITIONING				AMPS
TOTAL EXISTING SERVICE				AMPS
REQUIRED SERVICE				AMPS

## BUILDING PERMIT APPLICATION



Town of Florence  
Development Services Department  
Building Safety Division  
224 W. 20th Street / P.O. Box 2670  
Florence, AZ 85132  
Phone (520) 868-7575  
Inspection Line (520) 868-7601  
Email: tofpermits@florenceaz.gov  
Website: www.florenceaz.gov

## OFFICE USE ONLY

PROJECT NUMBER:

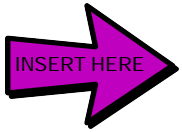
PERMIT FEE: \$

PLAN FEE: \$

MISC FEE: \$

TOTAL DUE: \$

APPLICANT, PLEASE  
CHECK IN USING THE  
DATE STAMP MACHINE



☐ Residential ☐ Commercial

APPLICANT	Date:	Applicant Name:		Email:	
	Relationship to Project			Contact Phone No.	
PROPERTY INFORMATION	Owner, Tenant or Business Name:			Phone Number:	
	Project Address:			Unit / Lot Number:	
	County:	Zip Code:		Parcel Number:	
RESPONSIBLE PARTIES (as applicable)	General Contractor Name:				
	Address :		City:	Zip Code:	
	Email:		Phone Number:		
	ROC Number:		Town of Florence Business License:		
	Project Manager's Name:				
	Address :		City:	Zip Code:	
	Email:		Phone Number:		
TYPE OF STRUCTURE	<b>RESIDENTIAL</b> <input type="checkbox"/> Addition <input type="checkbox"/> Carport <input type="checkbox"/> Accessory Building <input type="checkbox"/> MH / Park Model <input type="checkbox"/> New SFR <input type="checkbox"/> Solar <input type="checkbox"/> Standard Plan # _____ <input type="checkbox"/> Remodel <input type="checkbox"/> Patio Cover / Awning <input type="checkbox"/> Other		<b>COMMERCIAL</b> <input type="checkbox"/> Fireworks <input type="checkbox"/> New Building <input type="checkbox"/> Signage <input type="checkbox"/> Solar <input type="checkbox"/> Accessory Building <input type="checkbox"/> Addition <input type="checkbox"/> Tenant Improvement <input type="checkbox"/> Grading Quantities (cut & fill) CY		<b>MISCELLANEOUS</b> <input type="checkbox"/> Certificate of Occupancy <input type="checkbox"/> Gas <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Lot Combination <input type="checkbox"/> Mechanical <input type="checkbox"/> Irrigation <input type="checkbox"/> Pool / Spa <input type="checkbox"/> Roofing <input type="checkbox"/> Demolition * <input type="checkbox"/> Other
	<small>*May require Asbestos Abatement from Pinal County prior to permit issuance*</small>				
PROJECT INFORMATION	Scope of Work				
	Detailed description of work being performed:				
VALUATION (Total Cost of Improvements: \$		Square Footage (added):			
Present Occupancy:		Proposed Occupancy (if different):			
Construction Type:		Fire Rating:			

*This application is NOT a permit. NO work will be allowed to take place until a permit is issued by the Town of Florence and posted by Permittee on-site. The permit will be subject to general conditions set forth herein and any special conditions applicable to the scope of work. Three (3) sets of construction drawings, contractor's written estimate / owner's material list and plan review fee (based on written estimate) must accompany this application. The filing of this application and the payment of fees does not guarantee or grant the issuance of a permit. All minimum fees are non-refundable.*

Signature of Applicant: \_\_\_\_\_

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

## FOR OFFICE USE ONLY

Setbacks Verified By: \_\_\_\_\_

Fire Review Completed By: \_\_\_\_\_

Historical District Verified By: \_\_\_\_\_

Public Works Review Completed By: \_\_\_\_\_

Compliance Reviewer's Signature \_\_\_\_\_

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

Plan Reviewer's Signature \_\_\_\_\_

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



**Town of Florence**  
**Development Services Department**  
**Building Safety Division**  
**224 W. 20<sup>th</sup> Street, P.O. Box 2670**  
**Florence, AZ 85132**

**Phone: 520-868-7575      Email: [tofpermits@florenceaz.gov](mailto:tofpermits@florenceaz.gov)**

**INSPECTIONS APPLICABILITY  
RIGHTS AND RESPONSIBILITIES**

**Address:** \_\_\_\_\_

**Purpose of Inspection:** \_\_\_\_\_

(A.R.S. § 9-833 A) A municipal or regulator who enters any premises of a regulated person for the purposes of conducting an inspection shall:

1. Present photo identification on entry of the premises
2. State the purpose of the inspection and the legal authority for conducting the inspection
3. Disclose any applicable inspection fees

**Except for the fire and life safety inspection areas that are accessible to the general public or a food and swimming pool inspection, afford an opportunity to have an authorized on-site representative of the regulated person accompany the municipal inspector or regulator on the premises, except during inspection interviews.**

4. Provide notice of the rights to have:
  - Copies of any original documents taken by the municipality during the inspection if the municipality is permitted by law to take original documents
  - A split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, if appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive
  - Copies of any analysis performed on samples taken during the inspection
5. Inform each person whose conversation with the municipal inspector or regulator during the inspection that the conversation is being tape recorded
6. Inform each person interviewed during the inspection that statements made by the person may be included in the inspection report

You have the right to appeal the final decision of a municipality based on the results of an inspection to;

Town of Florence  
Building Safety  
Christopher Salas  
(520) 251-8113  
Email: [christopher.salas@florenceaz.gov](mailto:christopher.salas@florenceaz.gov)

If you have any questions regarding this inspection, you may contact;  
Cody Curtis (520) 510-5727  
Tracie Wilgus (520) 868-7573

By signing below, I \_\_\_\_\_ have read and understand my rights as prescribed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Not available or Refusal to sign by regulated person or on site representative:

\_\_\_\_\_  
Town of Florence

\_\_\_\_\_  
Date

(A.R.S. § 9-833 D) A municipality that conducts an inspection shall give a copy of or provide electronic access to, the inspection report to the regulated person or on-site representative of the regulated person either;

- At the time of inspection
- Notwithstanding any other law, within thirty (30) working days after the inspection
- As required by Federal law

(A.R.S. § 9-833 E) The inspection report shall contain deficiencies identified during an inspection. Unless otherwise prescribed by law, the municipality may provide the regulated person an opportunity to correct the deficiencies unless the municipality determines that the deficiencies are;

- Committed intentionally
- Not correctable within reasonable period of times by the municipality
- Evidence of pattern of non-compliance
- A risk to any person, the public health, safety or welfare or the environment

(A.R.S. § 9-833 F) If the municipality allows the regulated person an opportunity to correct the deficiencies pursuant to subsection E of this section, the regulated person shall notify the municipality when the deficiencies have been corrected. Within thirty (30) working days of receipt of notification from the regulated person that the deficiencies have been corrected, the municipality shall determine if the regulated person is in substantial compliance and notify the regulated person whether or not the regulated person is in substantial compliance, unless the determination is not possible due to conditions of normal operations at the premises. If the regulated person fails to correct the deficiencies or the municipality determines the deficiencies have not been corrected within a reasonable period of time, the municipality may take enforcement action authorized by law for the deficiencies.

(A.R.S. § 9-833 G) A municipality's decision pursuant to subsection E or F of this section is not an appealable municipal action.

(A.R.S. § 9-833 H) At least once every month after the commencement of the inspection, a municipality shall provide a regulated person with an update, in writing or electronically, on the status of any municipal action resulting from an inspection of the regulated person. A municipality is not required to provide an update after the regulated person is notified that no municipal action will result from the municipality's inspection of after the completion of the municipal action resulting from the municipality's inspection.

(A.R.S. § 9-833 I) This section does not authorize an inspection or any other act that is not otherwise authorized by law.

(A.R.S. § 9-833 J) This section applies only to inspections necessary for the issuance of a license or to determine compliance with licensure requirements. This section does not apply;

- To criminal investigations, investigations under tribal-state gaming compacts and undercover investigations that are generally or specifically authorized by law
- If the inspector or regulator has reasonable suspicion to believe that the regulated person may be or has been engaged in criminal activity
- To inspections by a county board of health or local health department pursuant to section 36-603

(A.R.S. § 9-833 K) If an inspector or regulator gathers evidence in violation of this section, the violation shall not be a basis to exclude the evidence in a civil or administrative proceeding, if the penalty sought is the denial, suspension or revocation of the regulated person's license or a civil penalty of more than one thousand dollars.

(A.R.S. § 9-833 L) Failure of a municipal employee to comply with this section:

- Constitutes cause for disciplinary action or dismissal pursuant to adopted municipal personnel policy
- Shall be considered by the judge and administrative law judge as grounds for reduction of any fines or civil penalty

(A.R.S. § 9-833 M) A municipality may adopt rules or ordinances to implement this section

(A.R.S. § 9-833 N) This section:

- Shall not be used to exclude evidence in a criminal proceeding
- Does not apply to a municipal inspection that is requested and scheduled by the regulated person



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**OWNER AUTHORIZATION FORM**

**Original or a copy must be submitted to Building Safety**

**NO ELECTRONIC SIGNATURES PERMITTED**

I/we, the undersigned, do hereby grant permission to: \_\_\_\_\_

To act on my/our behalf for the purpose of obtaining a building permit for the reason(s) checked below;

**Residential:**

☐ Accessory Building      ☐ Addition      ☐ Carport      ☐ Patio Cover

☐ Solar      ☐ Remodel      ☐ New SFR      ☐ MH – Park Model

**Commercial:**

☐ Accessory Structure      ☐ Addition      ☐ Signage      ☐ Solar

☐ Tenant Improvement

**Miscellaneous:**

☐ Certificate of Occupancy      ☐ Electrical      ☐ Gas      ☐ Irrigation

☐ Lot Combination      ☐ Mechanical      ☐ Plumbing      ☐ Pool / Spa

☐ Roofing      ☐ Demo      ☐ Other \_\_\_\_\_

Owner(s): \_\_\_\_\_

Print Name #1: \_\_\_\_\_ Print Name #2: \_\_\_\_\_

Address: \_\_\_\_\_

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

Signature #1: \_\_\_\_\_ Signature #2: \_\_\_\_\_

State of Arizona      )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, personally appeared \_\_\_\_\_, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be acknowledged that he or she signed the above document.

\_\_\_\_\_  
Notary Public