



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday January 14, 2020
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. p.5** Introduction of new hires by Laura Kyriakakis, Human Resources Director.
- b. p.7** Present "Outstanding Citizen Award" to citizens who found and reported a young man hit by vehicle. (Chuck Wynn, Police Chief)

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a.** Request by local business owner to reconsider the restrictions on offsite signage which has resulted in loss of business.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.
- c. Status report by Economic Development Project Manager Maggie Tidaback regarding grant awarded to Horses with H.E.A.R.T., Inc. from Arizona Association for Economic Development (AAED).
- d. **p.9** Status report and update by Public Works Director/Town Engineer Frank Marbury regarding Unity Road.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. **p.11** Consideration and possible action to accept bid and approve purchase from Huber Technology of a Huber Rotamat RPPS Perforated Plate Screen for the wastewater treatment plant in an amount not to exceed \$122,000.00 and approve Addendum to Scope of Supply and Terms and Conditions. (Public Works Director, Frank Marbury)
- b. **p.39** Consideration and possible action to approve a Professional Service Agreement with Kimley-Horn and Associates, Inc. for the Chino Valley Water Reclamation Facility Septage Receiving Study Amendment and industry research in the amount of \$27,400.00. (Frank Marbury, Public Works Director/Town Engineer)
- c. **p.63** Consideration and possible action to award contract to JEBCO Construction Companies for the Municipal Court patio enclosure in the amount of \$26,007.00. (Frank Marbury, Public Works Director/Town Engineer)
- d. **p.79** Consideration and possible action to adopt Resolution No. 2020-1152 authorizing the Police Department in conjunction with Compass Training Center to apply for an Arizona Game & Fish Shooting Range Development Grant in the amount of \$50,000 to complete the 200-yard Rifle Range. (Chuck Wynn, Police Chief)
- e. **p.83** Consideration and possible action to approve the Memorandum of Understanding between Yavapai-Prescott Indian Tribe and the Town of Chino Valley to allow the Town to disburse pass-through funds from the Tribe to Horses with H.E.A.R.T., Inc. (Joe Duffy, Finance Director)

- f. **p.91** Consideration and possible action to appoint applicants to the Planning and Zoning Commission per recommendation of the Appointments Subcommittee. (Jami Lewis, Town Clerk)
- g. **p.95** Consideration and possible action to approve the November 12, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)
- h. **p.103** Consideration and possible action to approve the December 10, 2019, study session minutes. (Jami Lewis, Town Clerk)
- i. **p.109** Consideration and possible action to approve the December 10, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. **p.117** Public Hearing and consideration and possible action to recommend approval of an application from Agent Robert Rene Valenzuela for a new Series 03 (In State Microbrewery) Liquor License for Insurgent Brewing Co., LLC, located at 990 N. State Route 89, Suite D, Chino Valley. (JoAnn Brookins, Customer Services Manager)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 03 Liquor License for Insurgent Brewing.

- b. **p.125** Consideration and possible action to approve the Infrastructure Reimbursement Agreement with Barnett Management for Utilities extension from Road 2 North to the Burger King site, in an amount not to exceed \$150,000.00. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Approve the Infrastructure Reimbursement Agreement with Barnett Management for utilities extension from Road 2 North to the Burger King site, in an amount not to exceed \$150,000.00.

- c. **p.149** Consideration and possible action to determine timeframes for pending ballot measures in the Town's 2020 election cycle. (Jami Lewis, Town Clerk)

Recommended Action: Designate election dates for pending ballot measures and a date for an executive session to review the proposed Franchise Agreement with the Chino Meadows II Water Company.

- d. **p.151** Consideration and possible action to award contract to Arrow Roofing, Inc. to remove and replace the roofing material and skylights at the Senior Center with an estimated cost of \$28,227.60 plus any additional costs for unseen conditions revealed after shingle removal. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award contract to Arrow Roofing, Inc. to remove and replace the roofing material and skylights at the Senior Center with an estimated cost of \$28,227.60 plus any additional costs for unseen conditions revealed after shingle removal.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding subdivision regulations. (Joshua Cook, Development Services Director)
- b. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential intergovernmental agreement with the City of Prescott relating to water service. (Cecilia Grittman, Town Manager)

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 9th day of January, 2020.

By: *Jami C. Lewis, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter> and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. a.

Meeting Date: 01/14/2020
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Introduction of new hires by Laura Kyriakakis, Human Resources Director.

SITUATION & ANALYSIS:

The following individuals have joined the Town of Chino Valley, One Town One Team. Welcome!

Employee Name	Department	Position	Hire Date
Jessica Kunzler	Customer Service	Administrative Technician	12/23/2019
Scot Unterseher	Animal Control	Animal Control Officer	12/2/2019
Brittany Oneil	Municipal Court	Court Clerk	11/4/2019
Bill "BJ" Burns	Police	Police Officer	10/21/2019
Mishelle Frame	Animal Control	Adoption Specialist Shelter Technician	9/2/2019
Toni Howland-Flournoy	Senior Center	Administrative Technician PT Sr Center	7/22/2019
Jonnethen Mitea	Police	Police Officer	7/14/2019
Hector Torres Oro	Police	Police Officer	7/14/2019
Amanda Borja	Library	Library Clerk	7/10/2019
Charlie Vadnais	Senior Center	Cook	6/25/2019
Jean Wonderlich	Senior Center	Kitchen Assistant "T"	6/25/2019
David Herrera	Police	Police Officer	5/13/2019

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2. b.

Meeting Date: 01/14/2020
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Estimated length of Staff Presentation: 5 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Present "Outstanding Citizen Award" to citizens who found and reported a young man hit by vehicle.
 (Chuck Wynn, Police Chief)

SITUATION & ANALYSIS:

Present Certificate and Challenge Coins to outstanding citizens who assisted a victim that was hit by a vehicle while riding his bicycle for their willingness to stop, render aid and contact 911.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. d.

Meeting Date: 01/14/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of Staff Presentation: 5 minutes
Physical location of item: Unity Road - Bright Star Subdivision

AGENDA ITEM TITLE:

Status report and update by Public Works Director/Town Engineer Frank Marbury regarding Unity Road.

SITUATION & ANALYSIS:

Unity Road is the road leading to M.A. Perkins Trailway from the Bright Star Subdivision. It lies within the undeveloped portion of the subdivision, but serves as the second entrance to the subdivision. Approximately 10 years ago, a single layer of chip seal was placed on the road to help with dust control. In that time, the chip seal has failed and the road has so many deep potholes, vehicles have created new pathways around the existing chip seal. The damage is too severe to repair and the lack of road base under the chip seal makes it a poor candidate for reconstruction (as it was never officially constructed in the first place). Town crews will need to rip the existing chip seal, add base material, and maintain the roadway as a gravel road until such time as this portion of the subdivision develops and the road is properly designed and constructed.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 01/14/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Chino Valley Water Reclamation Facility

AGENDA ITEM TITLE:

Consideration and possible action to accept bid and approve purchase from Huber Technology of a Huber Rotamat RPPS Perforated Plate Screen for the wastewater treatment plant in an amount not to exceed \$122,000.00 and approve Addendum to Scope of Supply and Terms and Conditions.

RECOMMENDED ACTION:

Approve purchase and delivery of a Huber Rotamat RPPS Perforated Plate Screen from Huber Technology in an amount not to exceed \$122,000.00 and approve Addendum to Scope of Supply and Terms and Conditions.

SITUATION AND ANALYSIS:

The Town of Chino Valley Wastewater Treatment Plant has been in operation since 2004. As part of regular maintenance, the headworks screens have been replaced from time to time. In 2015 a Rotamat was installed to replace a worn out stair screen. The Rotamat has proven to perform better than the original screening devices. For this reason and in an effort to provide uniformity of maintenance and parts, the installation of a second Rotamat is requested. This 2nd Rotamat will replace a non-functioning stair screen and provide the redundancy needed for the headworks screening operations. Even though the first unit was purchased 4 years ago, Huber agreed to honor the same 2015 price of \$122,000.00 in an effort to show the Town is getting not only the best product, but the best value possible.

The budgeted amount for this purchase was \$200,000.00.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 06-83-5480
Available: \$122,000
Funding Source:
 The Town Budgeted \$200,000 for this purchase.

Attachments

Huber Requisition

Huber Proposal

AGR - Huber Technology - Addendum to Scope of Supply and T & C



REQUEST FOR PURCHASE ORDER

TOWN OF CHINO VALLEY

DATE 11/25/2019

VENDOR: HUBER TECHNOLOGY, INC
9735 NORTHCROSS CENTER COURT
SUITE A
HUNTERSVILLE NC 28078

SHIP TO 202 N. STATE ROUTE 89

DATE REQUIRED 11/25/2019

REQUISITION NO. 14424

QUANTITY	DESCRIPTION	ACCOUNT NUMBERS	UNIT PRICE	TOTAL PRICE
1.00	WWTP - HUBER TECHNOLOGY - HUBER ROTAMAT RPPS	06-83-5480	122,000.00	122,000.00

TOTAL 122,000.00

NOTE:

REQUISITION PREPARED BY Sherri Turner

DEPARTMENT HEAD APPROVED

FINANCE APPROVAL

TOWN MANAGER APPROVE OVER \$25,000.00

SCOPE OF SUPPLY

Project Name: Chino Valley, AZ

Huber Proposal Number:

Equipment: RPPS/780T/3

Bid Date: November 18, 2019

Huber Contact: John Lewis, Regional Sales Director-West

(704) 995-5451

Represented By: Dan Bertschman
Goble Sampson Associates
dbertschman@goblesampson.com
610.406.2309



Huber Technology, Inc.

**9735 NorthCross Center Court
Suite A
Huntersville, NC 28078**

Phone: (704) 949-1010

Fax: (704) 949-1020

ITEM	QUANTITY	DESCRIPTION
1	1	ROTAMAT® RPPS Perforated Plate Screens Model: RPPS/780T/3 Peak Flow: 1.61 MGD Including: • Tank Mounted design • 304L Stainless Steel Construction; pickled and passivated in acid bath • Shafted screw with integrated maintenance free bearing • 35° inclined auger tube • 35° inclined screen basket; width: 2.6 ft (780 mm) • Perforated plate spacing: 0.12" (3 mm) • Class 1 / Division 1 motor, 1.5 HP, SF1.0 VFD • Screen basket covers included • Two (2) solenoid valves for compaction zone and IRGA, 1-inch, 120 VAC, 2-way Brass body, Class 1 Division 1 • One (1) solenoid valve for spraybar, 1 1/4-inch, 120VAC, 2-way Brass body, Class 1 Division 1 • Bagger included
2	1	RPPS Spare Parts Including: • 1 Set of basket cleaning brushes • 5 Bagger Boxes with 230 ft endless bags each
3	1	Control Panel RPPS Including: • 1 - Enclosure, NEMA 4X, 304 Stainless Steel • 1 - Main Disconnect, Fused Type, w/ Through Door Handle • 1 - Variable Frequency Drive, Altivar 320, with Branch Circuit Protection [2HP - 480VAC Max, Screen] • 1 - Control Power Transformer, 480-120VAC w/ branch circuit protection • 1 - TVSS, 120VAC • 1 - PLC, Allen-Bradley, MicroLogix 1400 w/ Required IO and Ethernet • 1 - OIU, Allen-Bradley, PanelView 800, 4" Color Touch Screen • 1 - 24VDC Power Supply • 1 - Panel Heater, with Thermostat

		• 1 - Lot, Circuit breakers, 120VAC • 1 - Lot, Pilot Lights, Transformer Type, [As Required] • 1 - Lot, Push Buttons, [As Required] • 1 - Lot, Selector Switches [As Required] • 1 - Lot, Control Relays, [As Required] • 1 - Lot, Terminal Blocks, [As Required] • 1 - Lot, Dry Contacts, [As Required] • 1 - UL Listed / Labeled • Pressure Transducer Level Controller
4	1	Manufacturer's services Including: • Three (1) trips, Three (3) days total onsite to inspect the final installation, supervise initial start-up and operation and to train operating personnel in the proper operation and maintenance of the system. • Standard 1 year warranty • Additional services are available on a per diem rate upon request

Pricing:

ITEM	EQUIPMENT	Price
1	ROTAMAT® RPPS Perforated Plate Screens	Included
2	RPPS Spare Parts	Included
3	Control Panel	Included
4	Manufacturer's services	Included
1-4	Total	\$122,000

Notes:

1. This proposal is based on hubers standard offering for this style of screen and will included hubers standard control panel. If site specific modification are required Huber will update pricing and scope of supply.
2. All electrical interconnections, wirings, junction boxes and terminations between the equipment and electrical components are to be provided by installing contractor.
3. All piping to and from the equipment is to be supplied by the installing contractor

4. HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. Huber will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
5. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
6. Programming software and spare parts for the controls systems are not included in this scope of supply unless stated otherwise. These items are available for an additional cost added upon request.

Terms and Conditions

The proposal is dependent on customer's acceptance of the attached Huber Technology, Inc. Standard Terms and Conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)

80% upon delivery of equipment (net 30 days)

10 % upon start-up of equipment (net 30 days)

Submittals

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

Shipment

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.
- HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. Huber will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.

Accessories

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of Huber's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available for a price adder for extremely harsh operating environments.

Purchase Orders

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.
9735 NorthCross Center Court, Suite A
Huntersville, NC 28078
Phone: (704) 949-1010
Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

Warranty

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Modification of equipment after it reaches jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).

Project Management

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment

- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

Erection, training and Start-up assistance

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.
- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

Equipment Standard

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

Shop painting

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.

Huber Technology, Inc. Terms and Conditions of Sale

1. **GOVERNING TERMS:** The Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Huber to Purchaser. Acceptance of Huber's offer or counteroffer by acknowledgement is expressly limited to these terms and conditions and those stated in any Huber proposal or acknowledgement. Huber hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an authorized representative of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber. The terms and conditions in a Huber order acknowledgement take precedence if inconsistent with those stated below.
2. **PRICING:** Unless otherwise stated therein, prices quoted are valid for acceptance within 60 days of the date Huber's proposal. If purchaser causes or requests delays in manufacture or shipment beyond 6 months from acceptance of purchase order, Huber shall have the right to price increase based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge purchaser for any reasonable storage costs caused by such delays.
3. **PAYMENT TERMS:** Huber will extend credit to Purchaser and accept payment of the full net invoice within 30 days of receipt by Purchaser, subject to a satisfactory credit check and approval by the Huber Credit Department. Should any investigation reveal grounds for insecurity of payment at any time, Huber reserves the right to demand payment terms which adequately assure Huber of Purchaser's expected payment or to withhold shipment until such terms are reached or payment is received. Late payments shall be subject to a 1.5% per month finance charge.
4. **RETAINAGE:** Retainage, in any case, is limited to 10% of the contract value and is due upon completion of the terms of the contract.
5. **TAXES:** Purchaser shall pay directly or reimburse Huber for payment of any and all applicable sales, use, excise or other taxes. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend, and hold Huber harmless from any loss, cost or expense related to exemptions.
6. **SHIPPING:** All equipment and components will ordinarily be shipped in one lot by the lowest cost method at the discretion of Huber. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be Delivered Duty Paid (DDP) to the jobsite. Delivery by the freight carrier to the Purchaser shall transfer to Purchaser the risk of loss or damage and the risk of meeting Purchaser's project schedule.
7. **DELIVERY DATES:** All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Huber's control, including unusual weather conditions, acts of God or government, accidents, labor dispute (including lockouts), or damage or breakdown at Huber plant. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Huber within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of 6 months after order acceptance and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.
8. **GOODS ACCEPTANCE:** It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of two weeks from delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, and is duly accepted by the Purchaser.
9. **FIELD SERVICE:** "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any

subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the equipment sold to the Customer. Any field service work performed at site after expiration of the initial warranty period is warranted for 60 days after the work has been completed.

10. **CANCELLATIONS:** Purchaser may not cancel or terminate its order without the written consent of Huber and payment of Huber's associated costs, effort expended, and loss of anticipated profit.
11. **GOVERNMENT STANDARDS:** Huber's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.
12. **LIMITED WARRANTY:** Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a 60 day guarantee on work performed and parts supplied will apply.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHERS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **EXCLUSIVE REMEDIES:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.
14. **LIMITATION OF LIABILITIES:** Huber shall not be liable in contract, tort or otherwise any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Huber's total liability of any type exceed 10% of the purchase price.
15. **INDEMNIFICATION:** Huber shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Huber in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Huber. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Huber of any occurrence which may require indemnification. Purchaser permits Huber to assume the

defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Huber in defense and settlement.

16. **TITLE:** Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.
17. **GOVERNING LAW:** The transaction between Purchaser and Huber shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of North Carolina without regard to its conflict of laws provisions.
18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
19. **ASSIGNMENT:** Purchaser shall not assign any of its rights or obligation without the express prior written consent of Huber. Such consent may be withheld, delayed or conditioned at Huber's sole discretion. The transaction between Purchaser and Huber shall not be construed to confer or create a third party beneficiary relationship with any other entity.

Project: Chino Valley, CA

Purchase Order/Job Number (if applicable):

Customer Billing Address (please fill):

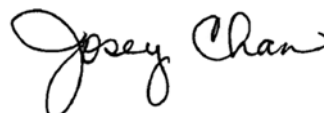
Shipping Address (please fill):

Customer Contact information

- Email Address:
- Phone Number:
- Facsimile:

Chino Valley, CA

Huber Technology, Inc.



Accepted By (Signature)

Signature

Print Name

Josey Chan
Print Name

Title

Contract Administrator
Title

Date

December 5, 2019
Date

**ADDENDUM TO
SCOPE OF SUPPLY AND TERMS AND CONDITIONS OF SALE
BETWEEN
HUBER TECHNOLOGY, INC.
AND
THE TOWN OF CHINO VALLEY**

This ADDENDUM (“Addendum”) dated January 14, 2020, modifies the Scope of Supply dated November 18, 2019, and attached Terms and Conditions of Sale (collectively, the “Original Agreement”), entered into between Huber Technology, Inc., a North Carolina corporation (“Huber”), and the Town of Chino Valley, an Arizona municipal corporation (“Purchaser”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

- 1. Item 4 on page 3 of the Scope of Services, Manufacturer’s services, is amended as follows:**

Including:

- ~~Three~~ One (1) trips, Three (3) days total onsite to inspect the final installation, supervise initial start-up and operation and to train operating personnel in the proper operation and maintenance of the system.
- Standard 1 year warranty
- Additional services are available on a per diem rate upon request

- 2. A new Section 20, Conflict of Interest, is hereby added to the Terms and Conditions of Sale in the Original Agreement to read as follows:**

20. CONFLICT OF INTEREST: This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Purchaser may cancel this Agreement without penalty or further obligations by the Purchaser or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Purchaser or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

- 3. A new Section 21, E-Verify Requirements, is hereby added to the Terms and Conditions of Sale in the Original Agreement to read as follows:**

21. **E-VERIFY REQUIREMENTS:** To the extent applicable under ARIZ. REV. STAT. § 41-4401, Huber 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 ARIZ. REV. STAT. § 23-214(A). Huber's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Purchaser. The Purchaser retains the legal right to randomly inspect the papers and records of Huber and its subcontractors who work on this Agreement to ensure that Huber and its subcontractors are complying with the above-mentioned warranty.
4. **A new Section 22, Israel, is hereby added to the Terms and Conditions of Sale in the Original Agreement to read as follows:**
22. **ISRAEL:** To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.
5. **A new Section 23, Conflicting Terms, is hereby added to the Terms and Conditions of Sale in the Original Agreement to read as follows:**
23. **CONFLICTING TERMS:** In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.
6. **A new Section 24, Counterparts, is hereby added to the Terms and Conditions of Sale in the Original Agreement to read as follows:**
24. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first set forth above.

“Huber”

Huber Technology, Inc.
a North Carolina corporation

By:_____

Name:_____

Title:_____

“Purchaser”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

SCOPE OF SUPPLY

Project Name: Chino Valley, AZ

Huber Proposal Number:

Equipment: RPPS/780T/3

Bid Date: November 18, 2019

Huber Contact: John Lewis, Regional Sales Director-West

(704) 995-5451

Represented By: Dan Bertschman
Goble Sampson Associates
dbertschman@goblesampson.com
610.406.2309



Huber Technology, Inc.

**9735 NorthCross Center Court
Suite A
Huntersville, NC 28078**

Phone: (704) 949-1010

Fax: (704) 949-1020

ITEM	QUANTITY	DESCRIPTION
1	1	ROTAMAT® RPPS Perforated Plate Screens Model: RPPS/780T/3 Peak Flow: 1.61 MGD Including: • Tank Mounted design • 304L Stainless Steel Construction; pickled and passivated in acid bath • Shafted screw with integrated maintenance free bearing • 35° inclined auger tube • 35° inclined screen basket; width: 2.6 ft (780 mm) • Perforated plate spacing: 0.12" (3 mm) • Class 1 / Division 1 motor, 1.5 HP, SF1.0 VFD • Screen basket covers included • Two (2) solenoid valves for compaction zone and IRGA, 1-inch, 120 VAC, 2-way Brass body, Class 1 Division 1 • One (1) solenoid valve for spraybar, 1 1/4-inch, 120VAC, 2-way Brass body, Class 1 Division 1 • Bagger included
2	1	RPPS Spare Parts Including: • 1 Set of basket cleaning brushes • 5 Bagger Boxes with 230 ft endless bags each
3	1	Control Panel RPPS Including: • 1 - Enclosure, NEMA 4X, 304 Stainless Steel • 1 - Main Disconnect, Fused Type, w/ Through Door Handle • 1 - Variable Frequency Drive, Altivar 320, with Branch Circuit Protection [2HP - 480VAC Max, Screen] • 1 - Control Power Transformer, 480-120VAC w/ branch circuit protection • 1 - TVSS, 120VAC • 1 - PLC, Allen-Bradley, MicroLogix 1400 w/ Required IO and Ethernet • 1 - OIU, Allen-Bradley, PanelView 800, 4" Color Touch Screen • 1 - 24VDC Power Supply • 1 - Panel Heater, with Thermostat

		• 1 - Lot, Circuit breakers, 120VAC • 1 - Lot, Pilot Lights, Transformer Type, [As Required] • 1 - Lot, Push Buttons, [As Required] • 1 - Lot, Selector Switches [As Required] • 1 - Lot, Control Relays, [As Required] • 1 - Lot, Terminal Blocks, [As Required] • 1 - Lot, Dry Contacts, [As Required] • 1 - UL Listed / Labeled • Pressure Transducer Level Controller
4	1	Manufacturer's services Including: • Three (1) trips, Three (3) days total onsite to inspect the final installation, supervise initial start-up and operation and to train operating personnel in the proper operation and maintenance of the system. • Standard 1 year warranty • Additional services are available on a per diem rate upon request

Pricing:

ITEM	EQUIPMENT	Price
1	ROTAMAT® RPPS Perforated Plate Screens	Included
2	RPPS Spare Parts	Included
3	Control Panel	Included
4	Manufacturer's services	Included
1-4	Total	\$122,000

Notes:

1. This proposal is based on hubers standard offering for this style of screen and will included hubers standard control panel. If site specific modification are required Huber will update pricing and scope of supply.
2. All electrical interconnections, wirings, junction boxes and terminations between the equipment and electrical components are to be provided by installing contractor.
3. All piping to and from the equipment is to be supplied by the installing contractor

4. HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. Huber will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
5. Any Item not specifically listed above is not considered part of this scope of supply. Please contact our representatives listed above for further clarification.
6. Programming software and spare parts for the controls systems are not included in this scope of supply unless stated otherwise. These items are available for an additional cost added upon request.

Terms and Conditions

The proposal is dependent on customer's acceptance of the attached Huber Technology, Inc. Standard Terms and Conditions.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Jobsite
- Price does not include installation or building modifications
- Price quotation is valid for 60 days from the date of this proposal. After expiration of validity Huber reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)

80% upon delivery of equipment (net 30 days)

10 % upon start-up of equipment (net 30 days)

Submittals

Huber Technology will provide documentation to the customer per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of Huber Technology O&M manuals prior to equipment start-up.

Shipment

Huber Technology will maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond Huber's responsibility, a finance charge of 1.5% of the contract value per month will be due and payable to Huber.
- HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. Huber will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.

Accessories

This proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of Huber's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available for a price adder for extremely harsh operating environments.

Purchase Orders

All purchase orders are to be faxed or mailed to:

Huber Technology, Inc.
9735 NorthCross Center Court, Suite A
Huntersville, NC 28078
Phone: (704) 949-1010
Fax: (704) 949-1020

All purchase orders are subject to acceptance by Huber Technology, Inc.

Warranty

Huber warrants the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended solely under the operating conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on jobsite
- Modification of equipment after it reaches jobsite
- Local, State or Federal taxes or fees
- Foundation design and engineering (Huber will furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in Huber scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bins(s).

Project Management

Huber will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for Huber equipment

- Coordination with Huber manufacturing on materials procurement and fabrication to and with Huber shipping/logistics to ensure Huber commitments are maintained.

Erection, training and Start-up assistance

A certified Huber Service Technician can normally be at the jobsite within two (2) weeks after customer's request to Huber for equipment start-up and commissioning assistance. Huber will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the purchaser's request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight hours per day.

- At the request of the purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- Expenses are defined as the costs of travel from Huber's location to the point of installation and return; together with accommodation and living expenses during the period of field service.
- Charges for all time involved will be invoiced, including delays which are beyond Huber's control.

Equipment Standard

Any deviations from the Huber standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. Huber reserves the right to charge adders to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in Huber's scope of supply.

Shop painting

Gears and motors will receive three layers of painting, two layers of primer and a finishing layer with synthetic resin varnish.

Huber Technology, Inc. Terms and Conditions of Sale

1. **GOVERNING TERMS:** The Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Huber to Purchaser. Acceptance of Huber's offer or counteroffer by acknowledgement is expressly limited to these terms and conditions and those stated in any Huber proposal or acknowledgement. Huber hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Huber unless specifically accepted in writing by an authorized representative of Huber. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by Huber. The terms and conditions in a Huber order acknowledgement take precedence if inconsistent with those stated below.
2. **PRICING:** Unless otherwise stated therein, prices quoted are valid for acceptance within 60 days of the date Huber's proposal. If purchaser causes or requests delays in manufacture or shipment beyond 6 months from acceptance of purchase order, Huber shall have the right to price increase based on any actual escalation in labor, material, overhead, and component costs. Huber also reserves the right to charge purchaser for any reasonable storage costs caused by such delays.
3. **PAYMENT TERMS:** Huber will extend credit to Purchaser and accept payment of the full net invoice within 30 days of receipt by Purchaser, subject to a satisfactory credit check and approval by the Huber Credit Department. Should any investigation reveal grounds for insecurity of payment at any time, Huber reserves the right to demand payment terms which adequately assure Huber of Purchaser's expected payment or to withhold shipment until such terms are reached or payment is received. Late payments shall be subject to a 1.5% per month finance charge.
4. **RETAINAGE:** Retainage, in any case, is limited to 10% of the contract value and is due upon completion of the terms of the contract.
5. **TAXES:** Purchaser shall pay directly or reimburse Huber for payment of any and all applicable sales, use, excise or other taxes. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend, and hold Huber harmless from any loss, cost or expense related to exemptions.
6. **SHIPPING:** All equipment and components will ordinarily be shipped in one lot by the lowest cost method at the discretion of Huber. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be Delivered Duty Paid (DDP) to the jobsite. Delivery by the freight carrier to the Purchaser shall transfer to Purchaser the risk of loss or damage and the risk of meeting Purchaser's project schedule.
7. **DELIVERY DATES:** All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Huber's control, including unusual weather conditions, acts of God or government, accidents, labor dispute (including lockouts), or damage or breakdown at Huber plant. Huber will use its best efforts to meet promised delivery dates, but under no circumstances shall Huber be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Huber within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of 6 months after order acceptance and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.
8. **GOODS ACCEPTANCE:** It is Huber's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of two weeks from delivery date. If a written report is not submitted to Huber within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, and is duly accepted by the Purchaser.
9. **FIELD SERVICE:** "Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any

subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that Huber Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Huber, nor are its Field Service representatives authorized to bind Huber with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by Huber. This paragraph shall apply to any and all initial and subsequent Field Service provided by Huber relating to the equipment sold to the Customer. Any field service work performed at site after expiration of the initial warranty period is warranted for 60 days after the work has been completed.

10. **CANCELLATIONS:** Purchaser may not cancel or terminate its order without the written consent of Huber and payment of Huber's associated costs, effort expended, and loss of anticipated profit.
11. **GOVERNMENT STANDARDS:** Huber's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by Huber in its proposal.
12. **LIMITED WARRANTY:** Huber warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Huber for a period of (a) 12 months from completion of installation, start-up or owner acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever date comes first. Huber will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Huber is notified promptly in writing of any claimed defect. If requested by Huber, any such defective part or component shall be returned to Huber, freight prepaid. Huber will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Huber. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by Huber in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of Huber. For any billable repairs completed outside of the initial warranty period, a 60 day guarantee on work performed and parts supplied will apply.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHERS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **EXCLUSIVE REMEDIES:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Huber of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Huber, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy excludes any other consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of Huber equipment, such as crane rental, structural alteration, or demolition, which are necessitated by factors over which Huber has no control such as building design or configuration.
14. **LIMITATION OF LIABILITIES:** Huber shall not be liable in contract, tort or otherwise any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Huber's total liability of any type exceed 10% of the purchase price.
15. **INDEMNIFICATION:** Huber shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Huber in the design or manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Huber. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Huber of any occurrence which may require indemnification. Purchaser permits Huber to assume the

defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Huber in defense and settlement.

16. **TITLE:** Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with Huber until the full purchase price is paid by Purchaser. Until such time, Huber may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of Huber Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by Huber to maintain Huber's rights in, and title to such equipment.
17. **GOVERNING LAW:** The transaction between Purchaser and Huber shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of North Carolina without regard to its conflict of laws provisions.
18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by arbitration conducted in Huntersville, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
19. **ASSIGNMENT:** Purchaser shall not assign any of its rights or obligation without the express prior written consent of Huber. Such consent may be withheld, delayed or conditioned at Huber's sole discretion. The transaction between Purchaser and Huber shall not be construed to confer or create a third party beneficiary relationship with any other entity.

Project: Chino Valley, CA

Purchase Order/Job Number (if applicable):

Customer Billing Address (please fill):

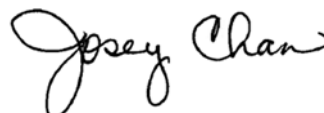
Shipping Address (please fill):

Customer Contact information

- Email Address:
- Phone Number:
- Facsimile:

Chino Valley, CA

Huber Technology, Inc.



Accepted By (Signature)

Signature

Print Name

Josey Chan
Print Name

Title

Contract Administrator
Title

Date

December 5, 2019
Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. b.

Meeting Date: 01/14/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Water Reclamation Facility, 2190 Rodeo Drive

AGENDA ITEM TITLE:

Consideration and possible action to approve a Professional Service Agreement with Kimley-Horn and Associates, Inc. for the Chino Valley Water Reclamation Facility Septage Receiving Study Amendment and industry research in the amount of \$27,400.00.

RECOMMENDED ACTION:

Approve Professional Service Agreement with Kimley-Horn and Associates, Inc. for the Chino Valley Water Reclamation Facility Septage Receiving Study Amendment and industry research in the amount of \$27,400.00.

SITUATION AND ANALYSIS:

Kimley-Horn completed the initial Chino Valley Wastewater Treatment Plant Septage Receiving Study, dated December 15, 2016. The purpose of the study was to evaluate existing treatment and process capacities, as well as to provide recommendations for the potential acceptance of wet-hauled raw septage wastewater at the headworks of the Chino Valley facility.

On November 11, 2019, the Town requested a proposal from Kimley-Horn to update the previous study to include the number of septage loads the plant could handle with additional equipment / equalization basin, as well as a survey of local companies to gauge interest in septage receiving.

Kimley-Horn's proposal includes the following tasks with associated fees:

Task 1 - Septage Receiving Study Update - \$4,960.00
 Task 2 - Preliminary Equipment and EQ Sizing/Layout - \$9,100.00
 Task 3 - Regional Wet Haul Industry Research & Evaluation - \$8,450.00
 Task 4 - Budgetary Construction Cost Estimates - \$4,520.00
Estimated Expenses - \$370.00

Total Lump Sum Fee - \$27,400.00

This item was discussed at the December 10, 2019 Town Council Study Session.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 06-83-5600

Available: 27,400

Funding Source:

The amount was not budgeted for this fiscal year however the Waste Water Fund has \$75,000 available in Contingencies.

Attachments

Professional Service Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of January 14, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the “Consultant”).

RECITALS

- A. Consultant completed the initial Chino Valley Wastewater Treatment Plant Septage Receiving Study, dated December 15, 2016 (the “Study”).
- B. The Town is in need of an update and amendment to the Study (the “Services”).
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 30, 2020, unless terminated as otherwise provided in this Agreement.
- 2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.
- 3. Compensation. The Town shall pay Consultant an amount not to exceed \$27,400.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit A.
- 4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent

thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

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

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. 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 Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration

page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$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 ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20

10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds.

Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee

or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable 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 enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cecilia Grittmann, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: Kimley-Horn and Associates, Inc.
201 North Montezuma, Suite 206
Prescott, Arizona 86301
Attn: Ray Montoya, P.E.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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 ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

KIMLEY-HORN AND ASSOCIATES, INC.
a North Carolina corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
KIMLEY-HORN AND ASSOCIATES, INC.

[Scope of Work and Fee Proposal]

See following pages.



November 11, 2019

Steve Sullivan
Assistant Town Engineer
Town of Chino Valley
1982 Vos Drive, #201
Chino Valley, Arizona 86323

**Re: Chino Valley Water Reclamation Facility
Septage Receiving Study Amendment and Industry Research**

Dear Mr. Sullivan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the Town of Chino Valley ("Town" or "Client") to provide professional engineering services for the update and amendment of the Septage Receiving Study for the Chino Valley Water Reclamation Facility. Our project understanding, scope of services, schedule and fees are detailed below.

PROJECT UNDERSTANDING

Kimley-Horn completed the initial Chino Valley Wastewater Treatment Plant (WWTP) Septage Receiving Study, dated December 15, 2016. The purpose of the study was to evaluate existing treatment and process capacities, as well as to provide recommendations for the potential acceptance of wet-hauled raw septage wastewater at the headworks of the Chino Valley facility. Findings and recommendations were presented to the Town which included the following:

- Addition of an Equalization Basin
- Dedicated Septage Receiving Area and Storage
- Acceptance of Pre-Screened and Liquid-Stream Septage Only

The Town has requested an update to the previous study, preliminary sizing and layout(s) for the addition of mechanical screening and flow equalization, and estimated construction costs for defined improvements related to potential acceptance of wet-hauled septage at the existing WWTP. Additionally, the Town has requested regional evaluation of current septage hauling companies to gauge market interest in using the proposed septage receiving station.

SCOPE OF SERVICES

TASK 1 – SEPTAGE RECEIVING STUDY UPDATE

Kimley-Horn will update the previous Septage Receiving Study, dated December 16, 2016 to review previously recommended improvements, review current average day and peak day wastewater flow values from 2017 to present, and provide a cursory estimation of future anticipated inlet flows at the WWTP. Kimley-Horn will work closely with the staff at the Town to discuss recent operations and maintenance at the facility, improvements and changes to operations over the last three years, and new or persistent issues experience since the previous study was completed. Attention will be focused on existing blower capacities and trends in seasonal/diurnal influent patterns to evaluate if changes have occurred since the previous study was completed. In addition, preliminary discussions will be conducted to begin potential equipment selection related to the potential addition of screening and flow equalization to support a new Septage Receiving Station at the existing WWTP.

Deliverable: One (1) electronic .pdf copy of the Technical Memorandum providing summary update of the Septage Receiving Study, and three (3) hard copy prints. Presentation of findings to the Town of Chino Valley Staff is included as part of this Task.

TASK 2 – PRELIMINARY EQUIPMENT AND EQUALIZATION SIZING/LAYOUT

After review and update of the Septage Receiving Study, Kimley-Horn will begin selection of related mechanical equipment to support the addition of a new Septage Receiving Station at the WWTP. Anticipated equipment will include solids screening/removal and disposal, and equalization aeration and pumping equipment, along with anticipated electrical upgrades and improvements based on preliminary sizing and load requirements. Working closely with the Town staff, development of site plan exhibits will be completed to locate and orient the new equipment, site potential haul routes, and provide enough detail to develop future design and construction level drawings.

Deliverable: One (1) electronic .pdf version and three (3) full size 24" x 36" and three (3) reduced size 11" x 17" plan sheet(s) of recommended site layout and associated details for use as follow-on design phase improvement plans. Equipment cut sheets and mechanical information will be provided. Drawing(s) will be estimated 10% phase completion.

TASK 3 – REGIONAL WET HAUL INDUSTRY RESEARCH & EVALUATION

As requested by Client, Kimley-Horn staff will conduct regional research and interview of local wet haul operators primarily within the quad-cities region and Yavapai County to determine interest in future use of a local Septage Receiving Station at the existing Chino Valley WWTP. In addition to review of existing operations and hauling routes, Kimley-Horn will document transit times and distances, average discharge/dumping costs, and number of hauls

performed monthly, as applicable. In addition, review of currently Arizona Department of Environmental Quality (ADEQ) permitted hauling operators will be included as part of this research. A final matrix of area operators will be developed for review by the Town staff.

TASK 4 – BUDGETARY CONSTRUCTION COST ESTIMATES

Once equipment and layout options have been finalized and selected by the Town staff, estimated construction costs will be developed.

Services Not Included and Assumptions

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification or by a cost-plus basis as outlined in Additional Services below:

- Additional submittals
- Data collection
- Survey
- Geotechnical investigation

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: preliminary design, final design of proposed system, survey, value engineering, booster and tank design, well design, electrical engineering, and roadway reconstruction.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: record drawings, and history of site performance. Some of this information has already been provided to Kimley-Horn.

Schedule

We will provide our services as expeditiously as practicable with the goal of providing the preliminary update and equipment layout(s) within 2 months of Notice to Proceed (NTP) and the submittals within 4 months of NTP. This schedule can be modified based on the Town's requirements, and interaction and close coordination with the wastewater operations staff will be required.



Fee and Expenses

Kimley-Horn will perform the services for the lump sum fee below. Individual task amounts are informational only. In addition to the lump sum fee, direct reimbursable expenses are included below. Any additional expenses incurred by Kimley-Horn during the project not listed below will be billed directly to the client at cost.

Task 1	Septage Receiving Study Update	\$4,960.00
Task 2	Preliminary Equipment and EQ Sizing/Layout	\$9,100.00
Task 3	Regional Wet Haul Industry Research & Evaluation	\$8,450.00
Task 4	Budgetary Construction Cost Estimates	\$4,520.00
<u>Estimated Expenses</u>		<u>\$370.00</u>

Total Lump Sum Fee	\$27,400.00
--------------------	-------------

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Ray Montoya, P.E.
Senior Project Manager

Exhibit 1 - Cost Proposal Summary
Town of Chino Valley - Septage Receiving Update
November 11, 2019

(Costs Rounded to the Nearest \$1.00)

ESTIMATED DIRECT LABOR			
	Estimated	Hourly Rate*	Labor
<u>Classification</u>	<u>Man-Hours</u>		<u>Costs</u>
Principal	0	\$220.00	\$ -
Senior Project Manager	18	\$200.00	\$ 3,600
Senior Engineer	0	\$185.00	\$ -
Senior Professional	0	\$180.00	\$ -
Project Engineer	40	\$150.00	\$ 6,000
Designer	166	\$105.00	\$ 17,430
Admin Support I	0	\$110.00	\$ -
AdminSupport II	0	\$70.00	\$ -
Total Man-Hours	224	Total Labor Costs	\$ 27,030
[* Includes overhead at 191.53% of labor and profit at 10% of labor and overhead.]			
ESTIMATED DIRECT EXPENSES (See Exhibit 3)			
<u>Item</u>			<u>Cost</u>
Mileage			\$ 70
Reproductions			\$ 300
Total Direct Expenses			\$ 370
ESTIMATED OUTSIDE SERVICES AND CONSULTANTS			
			\$ -
Total Estimated Outside Services			\$ 0
Direct Labor			\$ 27,030
Total Direct Expenses			\$ 370
Total Estimated Outside Services			\$ 0
TOTAL ESTIMATED (NOT TO EXCEED) COST			\$ 27,400

Exhibit 2 - Derivation of Person-Hours
Town of Chino Valley - Septage Receiving Update
November 11, 2019
CLASSIFICATION

Task	Description	Principal	Senior Project Manager	Senior Engineer	Senior Professional	Project Engineer	Designer	Admin Support I	Admin Support II	Total	
Chino Valley WWTP Septage Receiving Study											
Task 1	Septage Receiving Study Update		2			8	32			42	\$4,960.00
Task 2	Preliminary Equipment and EQ Sizing and Layout		8			8	60			76	\$9,100.00
Task 3	Regional Wet Haul Industry Research & Evaluation		4			16	50			70	\$8,450.00
Task 4	Budgetary Construction Cost Estimates		4			8	24			36	\$4,520.00
	Total	0	18	0	0	40	166	0	0	224	\$27,030.00 \$27,030.00

Classification	Principal	Senior Project Manager	Senior Engineer	Senior Professional	Project Engineer	Designer	Admin Support I	Admin Support II
Rate	\$ 220.00	\$ 200.00	\$ 185.00	\$ 180.00	\$ 150.00	\$ 105.00	\$ 110.00	\$ 70.00

Exhibit 3 - Estimated Direct Expenses
Town of Chino Valley - Septage Receiving Update
November 11, 2019

(Costs Rounded to the Nearest \$1.00)

MILEAGE			
<u>Location</u>	<u>No. of Trips</u>	<u>Miles</u>	<u>Total Miles</u>
Meetings	2	30	60
Site Visit	2	30	60
Total Estimated Miles			120
Total Cost at \$ 0.58 per mile			\$ 70
REPRODUCTIONS			
<u>Type</u>	<u>Amount</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Plotting and sheet preparation	30	\$ 10.00	\$ 300
Photocopy (8 1/2" x 11")	0	\$ 0.05	\$ 0
Photocopy (11" x 17")	0	\$ 0.15	\$ 0
Displays (24" x 36")	0	\$ 80.00	\$ 0
Mylars	0	\$ 14.00	\$ 0
Total Estimated Reproductions			\$ 300
TOTAL ESTIMATED DIRECT EXPENSES			\$ 370

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. c.

Meeting Date: 01/14/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Municipal Court, 1988 North Road 1 West

AGENDA ITEM TITLE:

Consideration and possible action to award contract to JEBSCO Construction Companies for the Municipal Court patio enclosure in the amount of \$26,007.00.

RECOMMENDED ACTION:

Award contract to JEBSCO Construction Companies for the Municipal Court Patio Enclosure in the amount of \$26,007.00.

SITUATION AND ANALYSIS:

The Town issued a Request for Quotation for the Municipal Court Patio Enclosure. The project consists of enclosing the existing patio at the rear of the court building with new block walls including new flooring, paint, windows, electrical, air conditioner, etc. On December 12, 2019, the Town received three written quotes as follows:

JEBSCO Construction Companies Prescott, AZ	\$26,007.00
WestBuild Construction, LLC Chino Valley, AZ	\$26,331.00
ALR Construction Management LLC Tempe, AZ	\$40,803.00

Fiscal Impact

Fiscal Impact?: 26,007
If Yes, Budget Code: 09-45-5425
Available: 26,007
Funding Source:

Funds will be paid from the Court Improvement Fund which currently has about \$39,000 available.

Attachments

Jebco Quote and Contract Award



Town of Chino Valley
Attn: Joe Duffy
202 North State Route 89
Chino Valley, Arizona 86323
928-636-2646 (Phone)
928-636-2144 (Fax)

REQUEST FOR QUOTATION FOR MUNICIPAL COURT PATIO ENCLOSURE

All quotes due by December 12, 2019, 3:00 P.M., Local Time, Chino Valley, Arizona.

The Town of Chino Valley, an Arizona municipal corporation (the "Town") is seeking a licensed and qualified Contractor to provide all material and labor required as described below.

Section I – Project Information

The Contractor will provide all materials and services necessary to enclose the existing patio at the rear of the Town's court building in accordance with the scope of work and plans attached hereto as Exhibit A and incorporated herein by reference (the "Services").

Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

Section II – Pricing

The Quotation shall be submitted on the Price Sheet form attached hereto as Exhibit B and incorporated herein by reference. **Note:** Prices offered shall include applicable state and local taxes.

Section III – Instructions and Conditions

1. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
2. Award will be made to the Contractor whose quotation is the most advantageous to the Town.
3. Please attach a copy of your Contractor's License and Business License behind Exhibit C. The Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting the Town as a reporting jurisdiction or current Town Business License.
4. Submit this completed document to the address above.

If you need additional information or have questions please contact Joe Duffy by email at jduffy@chinoaz.net.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the Town of Chino Valley, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated August 2, 2019 (the "Standard Terms and Conditions"), as set forth on the Town of Chino Valley website (<http://www.chinoaz.net/173/Bid-Invitations>), which are incorporated into and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the Services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature: [Signature] Date: 12-10-19
 Printed Name: Robert Morgan Title: P.M.
 Company Name: Jehco
 Address: 140 N Montezuma Ste 108
 City: Prescott State: AZ Zip: 86301
 Email Address: robert@jehcoco.com Telephone No. 928-778-7879

Quotations for amounts exceeding \$50,000 will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Chino Valley Use Only)

The Contractor's Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or services under this Contract prior to the date this Contract is executed.

Town of Chino Valley, an Arizona municipal corporation

 Cecilia Grittman, Town Manager

Town Attorney Approval: 6011

EXHIBIT A
TO
REQUEST FOR QUOTATION
FOR
MUNICIPAL COURT PATIO ENCLOSURE

[Scope of Work and Plans]

(See following pages.)

SCOPE OF WORK

ENCLOSE THE EXISTING PATIO (APPROX. 215 SF) AT THE REAR OF THE COURT BUILDING WITH NEW BLOCK WALLS. CONTRACTOR TO SUPPLY ALL LABOR AND MATERIALS FOR THE COMPLETION OF THIS PROJECT.

MASONRY WALLS: REMOVE EXISTING PARTITIONS AND DISPOSE. SUPPLY AND CONSTRUCT NEW MASONRY BLOCK WALLS WITH CONCRETE FOOTING. INCLUDES REBAR IN FOOTINGS AND BLOCK. FILL BLOCK CELLS WITH GROUT. BLOCK, BLOCK FINISH AND PAINT TO MATCH EXISTING. FUR-OUT INTERIOR AND DRYWALL. FINISH, TEXTURE AND PAINT. PRIME AND PAINT ENCLOSED EXTERIOR WALL TO MATCH INTERIOR.

DOORS: REMOVE EXISTING NORTH DOOR AND FRAME AND DISPOSE. PATCH, FINISH AND PAINT TO MATCH REMAINING DOORWAY. SUPPLY AND INSTALL NEW METAL DOOR AND FRAME ON NORTH WALL. PAINT TO MATCH EXISTING. REUSE COMBINATION DOOR LOCK AND AUTOMATIC DOOR CLOSER.

FLOORING: SUPPLY AND INSTALL NEW CARPET. MATCH EXISTING CARPET IN ADJOINING SPACE. SUPPLY AND INSTALL RUBBER COVE BASE.

INSULATION: SUPPLY AND INSTALL NEW R-38 IN ATTIC SPACE. REPAIR ANY PENETRATIONS. INSULATION THICKNESS PER MANUFACTURER'S SPECIFICATIONS.

CEILING: SUPPLY AND INSTALL NEW DROP CEILING WITH TILES.

WINDOWS: SUPPLY AND INSTALL TWO NEW 3'x4' WINDOWS.

ELECTRICAL: REMOVE EXISTING EXTERIOR LIGHT AND SECURITY CAMERA. COVER BOXES AND PAINT TO MATCH. SUPPLY AND INSTALL NEW LED EXTERIOR LIGHT WITH MOTION DETECTOR. SUPPLY AND INSTALL FOUR NEW INTERIOR LED RECESSED CAN LIGHTS. SUPPLY AND INSTALL THREE LOCATIONS WITH 2 GANG ELECTRICAL OUTLET, INTERNET AND PHONE. ALL ELECTRICAL COMPONENTS TO BE ENERGIZED. INTERNET AND PHONE CABLES TO BE PULLED INTO CEILING SPACE WITH AT LEAST 100' SPARE. SUPPLY AND INSTALL LIGHT SWITCHES.

MINI-SPLIT AC: SUPPLY AND INSTALL MINI-SPLIT WITH COOLING & HEATING ON WEST WALL. CONTRACTOR TO SIZE UNIT AND CONNECT TO POWER SOURCE.

LOCATION

TOWN OF CHINO VALLEY
MUNICIPAL COURT
1988 N. ROAD 1 WEST, #401
CHINO VALLEY, AZ 86323

PHONE: 928-636-4534
FAX: 928-636-1902
HOURS
MONDAY - THURSDAY
7:30 AM - 4:30 PM

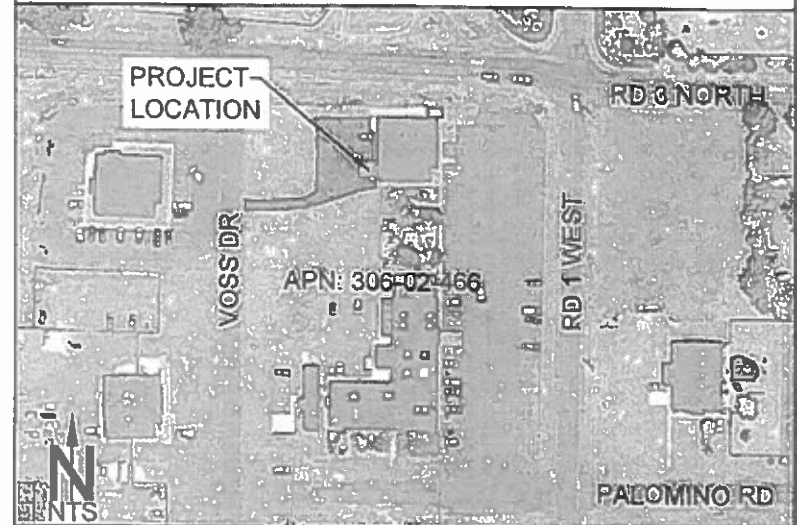
CONTACTS

KENNY TRIBOLET 928-636-7140 ext 1227
PUBLIC WORKS MANAGER ktribolet@chinoaz.net

RONDA APOLINAR 928-636-4534 ext 1289
COURT ADMINISTRATOR rapolinar@chinoaz.net

DAN TROUT 928-636-4427 ext 1219
CHIEF BUILDING OFFICIAL dtrout@chinoaz.net

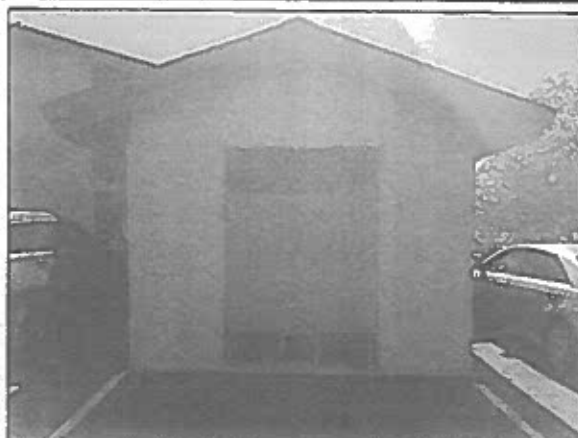
VICINITY MAP



LEGEND

EXISTING BLOCK WALL	
SAWCUT LINE	
NEW BLOCK WALL	
NEW CARPET	
NEW RECESSED CAN LIGHT	
NEW WINDOW	
DOOR	
NEW CONCRETE	

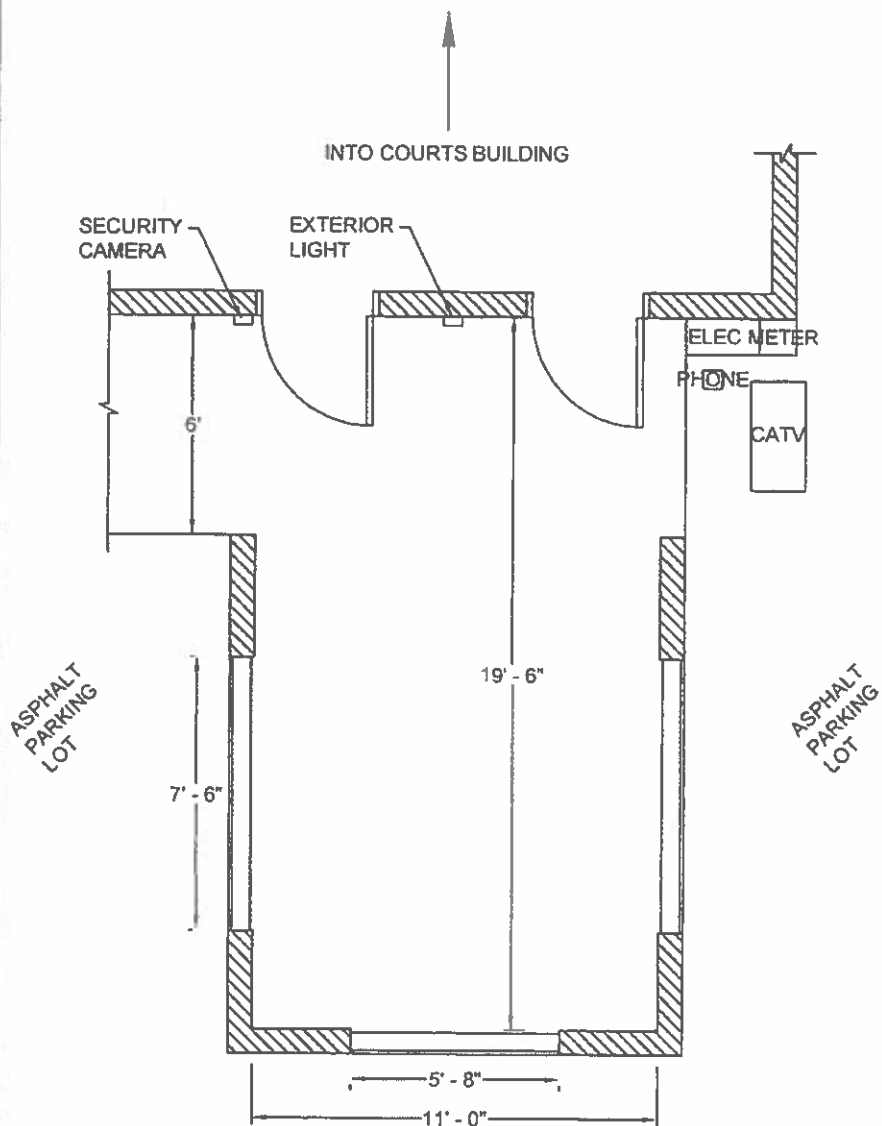
11/18/19



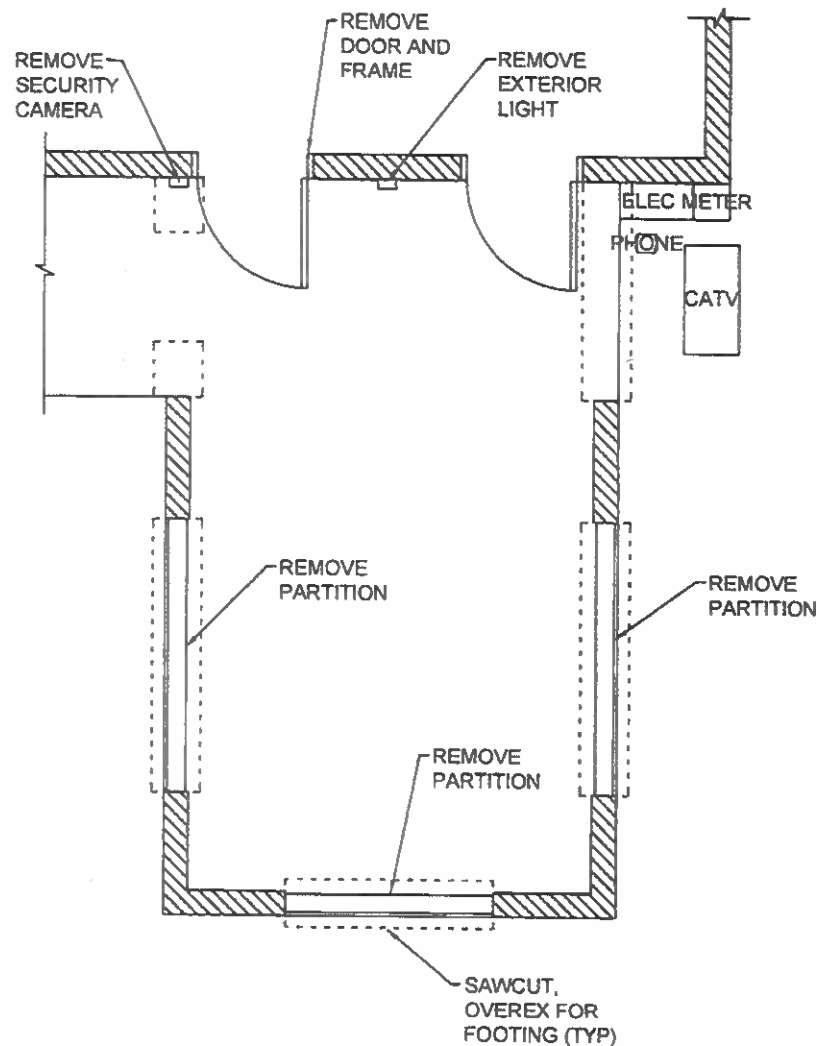
PICTURES OF EXISTING CONDITIONS

11/18/19

*CONTRACTOR TO VERIFY ALL DIMENSIONS AND EXISTING SITE CONDITIONS PRIOR TO BIDDING.



EXISTING FLOOR PLAN



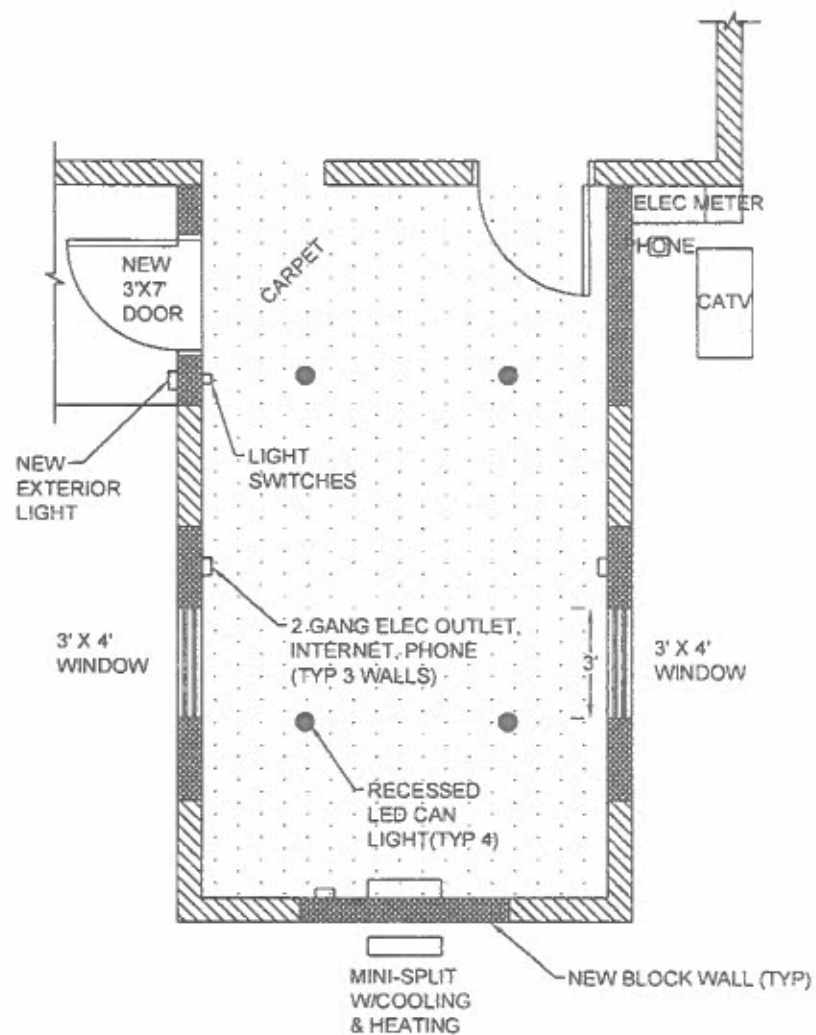
DEMO PLAN



11/18/19

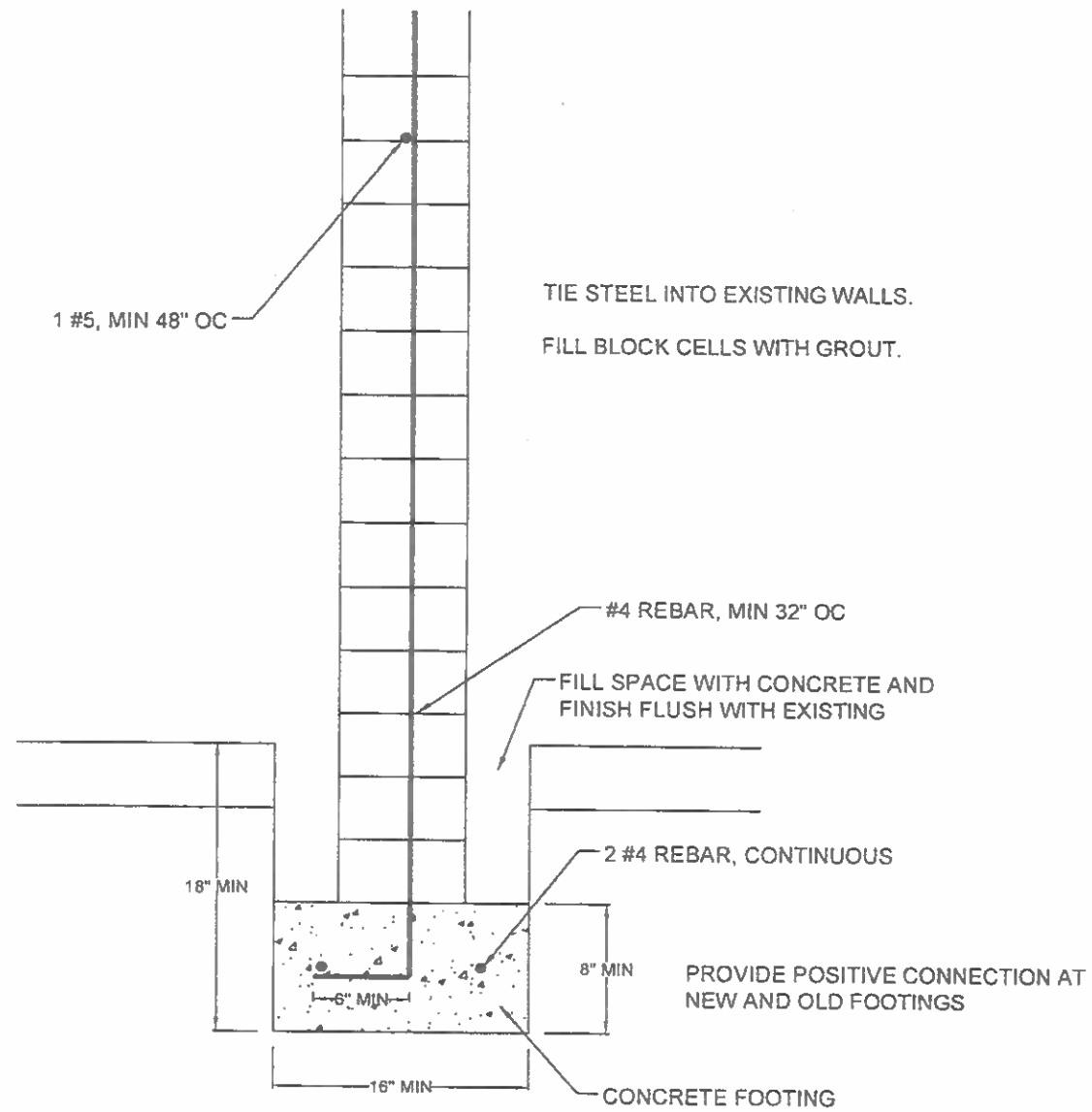


PROVIDE R-38 INSULATION INTO EXISTING ATTIC SPACE
FUR-OUT AND DRYWALL NORTH, WEST AND SOUTH WALLS.
PRIME AND PAINT EAST WALL TO MATCH NEW INTERIOR.



IMPROVEMENT PLAN

11/18/19



BLOCK WALL DETAIL

11/18/19

EXHIBIT B
TO
REQUEST FOR QUOTATION
FOR
MUNICIPAL COURT PATIO ENCLOSURE

[Price Sheet]

(See following page.)

PRICE SHEET

Municipal Court Patio Enclosure

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Materials and/or Services	Qty.	Unit	Total Price
1.	Masonry Walls / <i>conc / Demo</i>	1	Lump Sum	\$ <i>5,130</i>
2.	Doors	1	Lump Sum	\$ <i>1,050</i>
3.	Flooring, <i>PAINT, BASE</i>	1	Lump Sum	\$ <i>2400</i>
4.	Insulation	1	Lump Sum	\$ <i>650</i>
5.	Ceiling, <i>Drywall</i>	1	Lump Sum	\$ <i>1,980</i>
6.	Windows	1	Lump Sum	\$ <i>515</i>
7.	Electrical, <i>HVAC</i>	1	Lump Sum	\$ <i>5000</i>
	SUBTOTAL			\$ <i>16,725</i>
8.	Additive Alternate	1	Lump Sum	\$ <i>Ø</i>
	TOTAL CONSTRUCTION COST* <i>w/ General condition, OH & P & STATE TAX</i>			\$ <i>26,007</i>

* ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.

Company Name: *Jehco* Date: *12-11-19*

ACCEPTANCE OF ALTERNATE ITEM

No. 8 Yes ☐ No ☐ Authorized By: _____

EXHIBIT C
TO
REQUEST FOR QUOTATION
FOR
MUNICIPAL COURT PATIO ENCLOSURE
[Licenses]

State Agencies (<https://az.gov/agency-directory>)State Services (<https://az.gov/directory/service/all>)Visit OpenBooks (<https://openbooks.az.gov>)Ombudsman-Citizens Aide (<http://www.azoca.gov>)AZ.Gov (<https://az.gov/search/>)(<https://az.gov>)**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

DETAILS FOR JEBCO CONSTRUCTION COMPANIES LLC LICENSE NUMBER ROC 241613

TUESDAY DECEMBER 10, 2019 10:12:07 AM

CONTRACTOR**LICENSE****NAME / ADDRESS / PHONE****Jebco Construction Companies LLC**

140 N Montezuma St Ste 108

Prescott, AZ 86301-3047

Phone: (928) 778-7976

STATUS / ACTION

Active

CLASS & DESCRIPTION**General Commercial B-1 General Commercial Contractor****ENTITY TYPE**

LLC

ISSUED / RENEWAL

First issued: 2008-02-08

Renewed Through: 2020-02-29

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Jeb Newton Johnson**Position:** Member, Qualifying Party**Other Licenses:**256201 (/contractor-search?Id=a0Yt000000ACJQIEAP) (Jebco

Construction Companies LLC)

229740 (/contractor-search?Id=a0Yt000000ACe6YEAT) (Prescott

Properties Inc)

Name: Jamie Dell Johnson**Position:** Member**Other Licenses:**256201 (/contractor-search?Id=a0Yt000000ACJQIEAP) (Jebco

Construction Companies LLC)

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.

TOWN OF CHINO VALLEY, ARIZONA
1982 VOSS DRIVE
CHINO VALLEY, ARIZONA 86323

CLASS TYPE
General Contractor

ACCOUNT NUMBER
BL15-002076

BUSINESS LICENSE

This license MUST BE POSTED in a conspicuous place at the business location (if no fixed place of business, license must be carried on the person conducting the business.)

BUSINESS LICENSE:

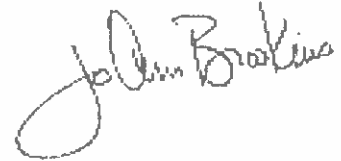
GENERAL CONTRACTOR
140 MONTEZUMA STREET STE 108
PRESCOTT, AZ 86301

FEE PAID
75.00

EXPIRES
12/31/2019

LICENSEE:

JEBCO CONSTRUCTION COMPANIES, LLC
140 N. MONTEZUMA STREET, STE 108
PRESCOTT, AZ 86301



Town Clerk

THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE

Jebco Office

From: noreply@xpressbillpay.com
Sent: Monday, December 2, 2019 10:15 AM
To: Jebco Office
Subject: Your Xpress Bill Pay payment confirmation



SUCCESS

Your payment has been submitted.

12/02/2019 10:14 AM

Confirmation Number: 70976400

Item	Amount
Town of Chino Valley Payment Transaction for BL15 002076 BL15 002076 Transaction Number: 116211696PT	\$50.00

Total	\$50.00
--------------	----------------

Pay Method: Visa ****2894

Powered by





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. d.

Meeting Date: 01/14/2020
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: Compass Training Shooting Facility

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2020-1152 authorizing the Police Department in conjunction with Compass Training Center to apply for an Arizona Game & Fish Shooting Range Development Grant in the amount of \$50,000 to complete the 200-yard Rifle Range.

RECOMMENDED ACTION:

Adopt Resolution No. 2020-1152 authorizing the Police Department in conjunction with Compass Training Center to apply for an Arizona Game & Fish Shooting Range Development Grant in the amount of \$50,000 to complete the 200-yard Rifle Range.

SITUATION AND ANALYSIS:

Police Department in conjunction with Compass Training Center is requesting a resolution from the Town Council in support of a grant application to the Az Game & Fish Commission for improvements to the Public Shooting Range. A grant application is being prepared requesting \$50,000 to complete the 200 yard Rifle Range. The grant requires a match, which will be met by a Friends of the NRA Grant, cash from a percentage of receipts from users of the range and in-kind donations. A resolution from the Council is a requirement to apply for the grant. If the grant is approved, additional information will be provided to the council to seek approval before excepting the grant and spending funds.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

RES 2020-1152 Az Game&Fish

RESOLUTION NO. 2020-1152**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE APPLICATION TO THE ARIZONA GAME AND FISH DEPARTMENT FOR A SHOOTING RANGE DEVELOPMENT GRANT FOR THE EXTENSION OF THE 200 YARD RIFLE RANGE PROJECT.**

WHEREAS, the Arizona Game and Fish Commission under ARIZ. REV. STAT. § 17-231.4 has authorized the establishment of a Shooting Ranges Development Policy providing financial assistance for the development of shooting ranges for public purposes; and

WHEREAS, the Arizona Game and Fish Department has responsibility for the administration of the policy, including the necessary guidelines and procedures governing applications for funding assistance under the policy; and

WHEREAS, the application procedures require the applicant's governing body to approve by resolution the submission of applications for shooting range assistance; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to apply for grant funding for development of a new rifle range and improvements to existing ranges at the Chino Valley Shooting Facility (the "Project").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona as follows:

SECTION 1. The Recitals above are incorporated as if fully set forth herein.

SECTION 2. The Town Council hereby approves the filing of an application for a shooting range development grant for the Project.

SECTION 3. The Town Council certifies that the Project application is consistent and compatible with all adopted plans and programs for safe shooting range development.

SECTION 4. The Town Council agrees to comply with all procedures, guidelines and requirements of the Arizona Game and Fish Department as a part of the application process.

SECTION 5. The Town Council understands that the Project scope and funding amount are subject to final approval by the Arizona Game and Fish Commission.

SECTION 6. The Town Council hereby authorizes and directs Chief Charles Wynn to act on behalf of the Town of Chino Valley by conducting negotiations, and by

executing and submitting documents, including, but not limited to, applications, agreements, amendments, and other documents which may be necessary for the completion of the Project.

SECTION 7. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 14th day of January, 2020.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. e.

Meeting Date: 01/14/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Town Manager
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Memorandum of Understanding between Yavapai-Prescott Indian Tribe and the Town of Chino Valley to allow the Town to disburse pass-through funds from the Tribe to Horses with H.E.A.R.T., Inc.

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between Yavapai-Prescott Indian Tribe and the Town of Chino Valley.

SITUATION AND ANALYSIS:

The Yavapai-Prescott Indian Tribe signed a Tribal-State Gaming Compact with the State of Arizona on May 20, 2003.

The Compact allows the Tribe to pay a portion of its annual 12% contribution each year to the Town.

Horses with Hearts, a non-profit located in Chino Valley has applied and been granted funds for its organizations use.

The Town will receive and account for the funds received from the Tribe and disbursed to Horses with Hearts.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

The Town will account for the receipt and disbursement of the funds in the grant fund.

Attachments

Yavapai Tribe MOU

Email from Tribe

MEMORANDUM OF UNDERSTANDING
BETWEEN
YAVAPAI-PRESCOTT INDIAN TRIBE AND
THE TOWN OF CHINO VALLEY, ARIZONA

This Memorandum of Understanding is entered into and is effective as of the _____ day of December, 2019, by and between the Yavapai-Prescott Indian Tribe ("Tribe"), acting through its Board of Directors, and the Town of Chino Valley, Arizona ("Town"), acting through its Town Council.

R E C I T A L S:

WHEREAS, the Tribe signed a Tribal-State Gaming Compact with the State of Arizona on May 20, 2003 ("Compact"); and

WHEREAS, Section 12 of the Compact, entitled "Payment of Regulatory Costs; Tribal Contributions" allows the Tribe to make 12% of its total contributions required by Section 12(b) of the Compact to cities, towns or counties for government services that benefit the general public, including public safety, mitigation of impacts of gaming, or promotion of commerce and economic development; and

WHEREAS, the parties have a common objective to allow the Tribe to specifically designate its contributions ("Funds") to the Town for particular purposes pursuant to this Memorandum of Understanding ("MOU");

NOW, THEREFORE, in consideration of the foregoing Recitals, the Parties agree as follows:

O P E R A T I O N:

1. The Tribe shall pay a portion of its annual 12% contribution for the calendar year 2019 required under Section 12(b) of the Compact to the Town. The Tribe shall make these payments in the manner and time required by Sections 12(d), (e), (f) and (g) of the Compact.

2. The Tribe shall pay the Funds to the Town in amounts and on such date(s) as designated by the Tribe for the specific purpose of assisting the Town with funding for Horses with Heart ("the Recipients"). The Town and the Tribe agree that the Recipients are permitted purposes under Section 12 of the Compact. The Town shall disburse the Funds to the Recipients in amounts recommended by the Tribe within 20 days of the Town's receipt of the Funds from the Tribe.

3. The Town understands that the Tribe cannot make the contributions for any purpose other than that permitted by the Compact. Therefore, the Town must use the contribution only for the purposes stated herein. If any of the Recipients cease to exist or is otherwise unable to carry out its purposes hereunder, the Town shall have the authority to determine how to use and disburse the Funds and shall notify the Tribe within fifteen (15) days of such determination and the Town's use of the Funds.

5. Any notices relating to this MOU shall be sent by U. S. Mail, postage prepaid, to the following:

Tribe:

Yavapai-Prescott Indian Tribe
ATTN: President
530 E. Merritt
Prescott, AZ 86301

The Town:

Town of Chino Valley
ATTN: Mayor
202 N. St. Route 89
Chino Valley, AZ 86323

6. This MOU is effective on the date written on the first page and shall continue unless terminated by any party upon 30 days' written notice. This MOU will terminate in the event of lack of funding by the Tribe from the operation of its Gaming Facilities, as defined by the Compact or a change in any other applicable law that no longer requires the Tribe to make such contributions. This MOU will also terminate if the Recipient ceases to exist, or is otherwise unable to carry out its purposes. This MOU may be modified or amended only by written agreement among the parties.

7. This MOU does not confer any rights or benefits on any third party, the Town, the Recipients or any other distributee of the Tribe's contributions.

8. Nothing in this agreement obligates the Tribe to make (1) any current or future expenditures in advance of the availability of gaming revenues from its Class III Net Win or (2) any future contributions to the Town or any of the Recipients beyond calendar year 2019, unless this MOU is extended upon written agreement by the Tribe and the Town.

9. The Town shall perform all services provided under this Agreement in compliance with all applicable laws and regulations of the Tribe and all federal, state and local government entities.

10. Questions relating to the validity of the MOU, its interpretation, its performance and its enforcement, shall be brought in the Yavapai-Prescott Tribal Court. All such questions shall be governed by and construed in accordance with Tribal law. In the event that there is no applicable Tribal ordinance, federal law shall apply, and in the absence of federal law, the law of the State of Arizona shall apply.

11. Nothing contained in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity.

12. The Town shall retain and shall require the Recipient to retain all data and records relating to the performance of this MOU. All such data and records shall be subject to inspection by the Tribe. Upon request, the Town and/or the Recipients shall produce legible copies of any such data and records. At any time during the term of this MOU or any extensions thereof and one (1) year thereafter, the Town's and/or the Recipient's books and records shall be subject to audit by the Tribe or its auditors to the extent that such books and records relate to the performance of this MOU.

13. The Town shall provide to the Tribe at the end of each fiscal year either financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles, relating to the Town's performance and the Recipient's receipt of Funds under this MOU.

DATED: _____ YAVAPAI-PRESCOTT INDIAN TRIBE

By: _____
Robert Ogo, Acting President

By: _____
Diane Martinez, Secretary/Treasurer

DATED: _____ TOWN OF CHINO VALLEY

By: _____
Darryl Croft, Mayor

By: _____
Jami Lewis, Town Clerk



December 4, 2019

Town of Chino Valley
Darryl Croft, Mayor
202 N. St. Route 89
Chino Valley, AZ 86323

Dear Mayor Croft:

Attached is a Memorandum of Understanding ("MOU") to allow the Tribe to specifically designate contributions ("Funds") to the Town of Chino Valley ("Town") for the specific purpose of assisting the Town with funding a local organization ("Recipient"), as identified in the MOU, that serve the Chino Valley community. Upon signing this MOU, please send a copy of the signed MOU to the Tribe at the address provided below. If you have any questions regarding this document, please contact me at (928) 515-7103.

I have included two originals. Please sign both and return one fully executed copy back to my attention.

Thank you for your assistance with this matter!

Sincerely,

Stephen Rosene
Tribal General Manager
srosene@ypit.com

Attachment (1)

Joe Duffy

From: William Towne <wtowne@ypit.com>
Sent: Tuesday, December 31, 2019 8:56 AM
To: Joe Duffy
Subject: Horses with Heart
Attachments: SKM_C659_Co19123108490.pdf

Joe,

Good to speak with you this morning.

As I mention the Tribe is making a donation to Horses with Heart with no requirement how the funds could be used, the only requirement is that the Organization is a 501 (c) (3)

The estimated amount for the donation will be \$2,000.

Attached is the information the organization sent over, if you have any further questions please give me a call.

Thanks again.

William Towne
Director of Finance & Administration
Yavapai-Prescott Indian Tribe
530 E. Merritt, Prescott 86301

Direct (928) 777-9426
Fax (928) 515-7530
Email wtowne@ypit.com

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. f.

Meeting Date: 01/14/2020
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to the Planning and Zoning Commission.

RECOMMENDED ACTION:

Appoint applicants to the Planning and Zoning Commission per recommendation of the Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on November 14 to review applications and make recommendations for the Planning and Zoning Commission. Based on their review of the applications, they recommend the following appointments:

- *Planning and Zoning Commission* - David Somerville to the 1-year Alternate term starting February 1, 2020.
- *Planning and Zoning Commission* - Charles Merritt, Gary Pasciak, Tom Armstrong, and William Welker to 3-year Regular terms starting February 1, 2020.

Other Pertinent Documents Available Upon Request:

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Nov. 14, 2019 draft minutes

DRAFT

MINUTES OF THE REGULAR MEETING TOWN COUNCIL APPOINTMENTS SUBCOMMITTEE TOWN OF CHINO VALLEY

**THURSDAY, NOVEMBER 14, 2019
4:00 P.M.**

The Town Council Appointments Subcommittee of the Town of Chino Valley convened for a regular meeting in the Council Chambers Conference Room, located at 202 N. State Route 89, Chino Valley, Arizona.

Present: Mayor Darryl Croft (Chair); Councilmember Mike Best; Vice-Mayor Lon Turner

Staff Present: Town Clerk Jami Lewis (recorder); Deputy Town Clerk/Records Technician Erin Deskins

1) CALL TO ORDER

Mayor Croft called the meeting to order at 4:07 p.m.

2) ROLL CALL

3) APPROVAL OF MINUTES

- a)** Consideration and possible action to approve the May 15, 2019 Regular Meeting minutes.

MOVED by Councilmember Mike Best, seconded by Mayor Darryl Croft (Chair) to accept the previous minutes.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner

3 - 0 PASSED - Unanimously

4) OLD BUSINESS

5) NEW BUSINESS

- a)** Consideration and possible action to recommend appointment of applicants to the Planning and Zoning Commission.

Ms. Lewis reported that all incumbents applied for re-appointment, as well as three new applicants.

The Subcommittee discussed the current makeup of the Commission. They noted that because some Commissioners may be running for Council, if any of them were elected, they would resign from the Commission and those seats will need to be filled. The Subcommittee was satisfied with the performance of the incumbents, who now had training and experience, and preferred to not change anything until after the election.

MOVED by Councilmember Mike Best, seconded by Vice-Mayor Lon Turner to recommend appointment of Charles Merritt, Gary Pasciak, Tom Armstrong, William Welker, and David Somerville to the Planning and Zoning Commission.

AYE: Mayor Darryl Croft (Chair), Councilmember Mike Best, Vice-Mayor Lon Turner
3 - 0 PASSED - Unanimously

6) ADJOURNMENT

The meeting adjourned at 4:11 p.m.

Submitted: November 14, 2019.

By: *Jami C. Lewis, Town Clerk*

Approved: MONTH DAY, 2019.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. g.

Meeting Date: 01/14/2020

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 12, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve November 12, 2019, regular meeting minutes.

Attachments

November 12, 2019, Minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, NOVEMBER 12, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, November 12, 2019.

1) **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**

Present: Mayor Darryl Croft; Councilmember Mike Best; Councilmember Cloyce Kelly;
Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Absent: Vice-Mayor Jack Miller

Staff Town Manager Cecilia Gritman; Town Attorney Andrew McGuire (electronically); Finance

Present: Director Joe Duffy; Economic Development Project Manager Maggie Tidaback; Community Services Director Scott Bruner; IT Manager Spencer Guest (videographer); Deputy Town Clerk/Records Technician Erin Deskins; Town Clerk (recorder) Jami Lewis

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a) Presentation by Amber Stewart, Recruiting Assistant with the U.S. Census Bureau, regarding local jobs for the upcoming 2020 Census.

Ms. Stewart provided an overview of the purpose, history, and importance of the Census, and spoke about:

- how the census data was used and benefited the Town;
- census responses being available online;
- the State of Arizona receiving 35% of their budget through federal dollars based on census numbers in 2015, and \$887 per person being lost for those who were unreported; and
- available local census jobs.

3) **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Carlos Romaniz, owner of CR Waterworks, which delivered potable water to residents in Chino Valley, requested that water haulers be removed from the tiered pricing system and placed on a flat fee, as they were providing a service to the local residents and did not benefit from the water.

4) **RESPONSE TO THE PUBLIC**

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a) Comment regarding poor audio quality of some Town meeting videos.

Mayor Croft reported that Town staff had double checked the sound level on Channel 57, the Town website, and the YouTube channel, and the audio was fine. However, sometimes a personal computer was not up to date. Citizens could listen to meetings on computers at the Library or watch them on Channel 57 if they had CableOne.

- b) Questions regarding the benefits of the Old Home Manor Business Park project.

Mayor Croft reported that in January 2014, the Town applied for funding through a development grant from the Economic Development Administration of the United States Department of Commerce to provide water and sewer to 200 acres designated as Old Home Manor (OHM) for a business park. The purpose of the Rural Economic Program was to provide funding to rural communities for economic development purposes. One of the Town's strategic goals was industrial or commercial development and the creation of a sustainable economy. The Council decided to install infrastructure improvements that would provide service to OHM that would benefit the community as a whole by providing ready opportunities for development that would provide employment opportunities for underemployed and unemployed people in the greater Chino area. Grants and other sources had funded approximately \$2 million worth of improvements and there was additional work that needed to be done to prepare the park for occupancy.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported that the Memory Park Halloween party was excellent and thanked staff for their work.

Councilmember Perkins reported that:

- The Chino Valley Unified School District Family Resources was providing socks for the winter. Police officers will keep socks in patrol cars to be provided to community members in need.
- The Chino Valley High School boys and girls soccer both took second place at State

finals.

- b) Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

Ms. Grittmann reported on:

- Employee anniversaries in November.
- The new plaque for the Memory Park and Library expansion.
- Community Shred-A-Thons hosted by Parks and Recreation and sponsored by ARP;
- A Study Session in the upcoming week.

6) **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to approve Consent Agenda Items 6(a) and (b) as written.

AYE: Mayor Darryl Croft, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

- a) Consideration and possible action to adopt Ordinance 2019-875 regarding clerical and technical corrections to Town Code and Unified Development Ordinance relating to property maintenance. (Andrew McGuire, Town Attorney)
- b) Consideration and possible action to approve the October 22, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a) Consideration and possible action to award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project. (Maggie Tidaback, Economic Development Project Manager)

Recommended Action: Award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings signage project.

Ms. Tidaback presented on this item:

- The Strategic Plan listed community and economic development activities that strengthened the Town's identity as a priority. Another key point of the Strategic Plan was to create a community that was attractive to both residents and visitors.
- Community identity was a key element and signage helped to create identity. Town signage would landmark community core centers, which was brought up several times in the General Plan. The postscript of the General Plan discussed the community desire to create functional and aesthetic focal points, which would include signage.
- Without identification, the community cores, such as the Sports Park, OHM, and North Campus, would be unknown. Proposed sign locations included Town Hall, North Campus, Old Home Manor, and the Recreation complex. The signage would be a good way to build a sense of place for the Town.

Ms. Tidaback presented pictures and a description of the proposed signage, and examples of signage in other up and coming Arizona communities.

Council and Staff further discussed the matter:

- Council asked why the price went from \$30,000 to \$141,000. Staff explained that the \$30,000 was for the separate Wayfinding Signs project, which had been placed on hold.
- One Councilmember expressed concern about the fact that months ago, the Town was trying to pass a measure to raise taxes to fix the Town roads because of lack of funding. He had requested to see financial statistics showing this would help the economy, but staff did not provide those statistics. The Police complex was in dire need of replacement and the streets were deteriorating at an alarming rate. It was not the time to spend taxpayer money on a facelift.
- Another stated that the Town was a drive through town with no downtown area. People passed through on the highway quickly and signs were not on the facilities. Chino needed to start looking like a real town and identifying the facilities so people would know.

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to Award bid and approve Construction Services Agreement with Signs Plus, in the amount not to exceed \$141,148.85, for the municipal buildings' signage project.

AYE: Mayor Darryl Croft, Councilmember Mike Best, Councilmember Annie Perkins, Councilmember Lon Turner

NAY: Councilmember Cloyce Kelly, Councilmember Corey Mendoza

4 - 2 PASSED

- b) Consideration and possible action to: (i) adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Chapter 114 Cable Television, Section 114.02 License Required; and adopting by reference new Chapter 117 Video Services relating to the regulation of video services by the Town and the licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services. (Andrew McGuire, Town Attorney)

Recommended Action: (i) Adopt Ordinance No. 2019-874, declaring the document entitled

"Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Section 114.02 License Required; and adopting by reference new Chapter 117 Video Services relating to the regulation and licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services.

Town Attorney McGuire explained that the State Legislature had adopted a set of regulations that preempted the video license agreements among cities and towns to be anything but what the statutes set out for them to be. Over several months, the Town had been working to get provisions implemented that were consistent with the new statute. This essentially created a mandatory set of requirements for the license fee with cable and video service providers and allowed current providers to remain under the current agreement until the agreement expired, at which time they could decide if they wanted to stay under the current agreement or under the new regulations. The language needed to be in place by the end of the year.

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to (i) Adopt Ordinance No. 2019-874, declaring the document entitled "Town of Chino Valley Video Services Regulatory Ordinance Dated November 12, 2019", as a public record and adopting the same; amending the Chino Valley Town Code Section 114.02 License Required; and adopting by reference new Chapter 117 Video Services relating to the regulation and licensing of video service providers in the Town; and (ii) adopt Resolution No. 2019-1148, establishing a new video license fee as authorized by Chapter 117 Video Services.

AYE: Mayor Darryl Croft, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town regarding a potential development agreement for Chino Meadows Subdivision. (Cecilia Grittman, Town Manager)

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn to Executive Session at 6:34 p.m.

AYE: Mayor Darryl Croft, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the Regular Meeting at 7:12 p.m. and reported that direction was given to the Town Manager and the Town Attorney regarding Item 8(a).

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 7:12 p.m.

AYE: Mayor Darryl Croft, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of November, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of January, 2020.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. h.

Meeting Date: 01/14/2020

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the December 10, 2019, study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the December 10, 2019, study session minutes

Attachments

December 10 Study Session Minutes

DRAFT

MINUTES OF THE STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, DECEMBER 10, 2019
3:30 P.M.**

The Town Council of the Town of Chino Valley met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, December 10, 2019.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Senior Planner Alex Lerma; Community Services Director Scott Bruner; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Erin Deskins; Economic Development Project Manager Maggie Tidaback; Customer Service Manager JoAnn Brookins; Assistant Planner Will Dingee; Utilities Manager Michael Bovee

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 3:31 p.m.

2) Consideration and discussion regarding Temporary Sign Code Changes. (Joshua Cook, Development Services Director)

Mr. Cook reported that since the October study session, staff updated the temporary sign code based on public and council input, and provided the updates to Council last month.

Staff and Council discussed the updates:

- Council asked about signage for special events, such as a rodeo or circus. Mr. Cook explained that they had attempted to make the special signage code work for other entities besides businesses. As an example, churches or other non-commercial entities could still display their banners. Signage for special events coming from the outside was tied to Use Permits.
- Mr. McGuire pointed out that there appeared to be no provision for special events for a business already part of the town, such as the Model Aviators. He suggested enhancing exempt sign provisions for those not needing temporary use permits.

Councilmembers were satisfied overall with the temporary sign code changes. Mayor Croft explained the changes to the sign code would go back to the Planning and Zoning Commission and then back to Council for consideration.

3) Consideration and discussion regarding establishing an RV Park at Old Home Manor. (Maggie Tidaback, Economic Development Project Manager)

Maggie Tidaback presented the following:

- She had met with the economic development director from Camp Verde. Camp Verde was developing 200 acres, which included an RV park, and Camp Verde's economic developer thought one would work well in the Town.
- Red Moon Development, which had developed Camp Verde's RV park, toured Old Home Manor (OHM) and liked the area. Camp Verde's RV park had 402 RV sites and 16 furnished rental cabins. She wanted to see if Council liked the idea and if it would be something they wanted to pursue. The RV park would be similar to Camp Verde's, but without the pool.
- She had Rounds Consulting Group do an impact study to show the positive fiscal impact it would have on the Town. She conducted an analysis on the local RV parks and found the Town and regional area was underserved. The fiscal impact study showed a possible \$680,000 in tax revenue after development of the RV park.
- She hoped that part of OHM would become a nice outdoor recreational area and the RV park would provide a place to stay. The location would be behind the business park and would cover about 60 acres. The RV park would be constructed and maintained by a private company.
- If Council was in support of the concept, Ms. Tidaback would communicate with Red Moon and then work with the Council on negotiation points that would also benefit the Town.

Ms. Tidaback invited John Stankewics, Founder and CEO of Compass Training Center, and Regina (Gina) Pecoraro, Director for Compass Training Center, to speak. Mr. Stankewics told Council that they scheduled an event called Desert Brutality that had 250 people staying for four nights and there was no place for them to stay, so they were dry camping at several different sites. He had heard from several of his participants that they wished there was a place to camp in the Town and if there was, they would come stay in the area more often.

Council and staff discussed the item in more detail:

- *Location:* Staff explained the area was chosen because it was closer to available utilities. The other possible area would be between the mud event location and the memorial area. The location could be determined at another time. This RV park would most likely take the place of the small section of RV park the equestrian center had included in their development plan.
- *RV Park rental limits:* Staff explained this would not include monthly rentals for year-round living. The maximum stay would be 30 days. Council spoke about a large percentage of the population traveling around in expensive motorhomes without a decent place for them to stay within 50 miles of the Town. Longer stays at a quality RV park for this traveling population might be beneficial to the Town. Most of this population had money to spend and would spend it in various places throughout Town.
- *Camp Verde RV Park impacts:* There had been a trickle-down effect at Camp Verde. Since the RV Park opened, it had been full, and RV related businesses have opened.
- *Yavapai College support:* Ms. Grittmann added that the college supported an RV park, but wanted longer stay times for students because housing was an issue. Council discussed looking at a model that would provide both longer term and short term stays.
- *Red Moon:* Camp Verde had an opportunity zone from the federal government meant to attract large investors, and Red Moon was able to purchase the property, but within the Town, the company was supportive of a ground lease. If the zoning did not fit, they could

go through a rezone.

Councilmembers spoke about the benefit to the community to provide places to stay for large events. They also believed it would be beneficial to have dry camping spots as well. They supported staff researching the Camp Verde model and bringing back more information.

4) Consideration and discussion regarding a Chino Valley Water Reclamation Facility Septage Receiving Study Amendment. (Frank Marbury, Public Works Director/Town Engineer)

Frank Marbury recapped the original Kimley Horn study, and provided an overview of facility operations and how septage was processed. He then presented the study amendment.

- The current study's septage load was for 5,000 gallons. The Town's current septage pit had a 2,000-gallon capacity. The capacity numbers would be verified with Kimley Horn. With plant improvements, the Town could take up to five loads of septage per day based on the study. That study was based on a blower capacity of 565 rpms, but the Town's blowers only had a 380rpm capacity, which created an issue. Based on the numbers, the Town could not treat even one load of septage because of the lack of air.
- There were several leaks and inefficiencies in the Town's system that needed to be addressed. The Town would need to upgrade the air system even for a regular plant. The study was for a perfect world scenario and the Town was not currently there.
- Staff wanted Kimley Horn to study the necessary filter process that could replace the current system to get a better filter process to help filter out the septage better.
- Staff also wanted to put in a 200,000-gallon equalization basin that would help with septage and plant operation in general. The equalization basin would level out the detention process and provide a more efficient facility. The equalization basin was a benefit even if the Town did not receive septage. It would help dilute and equalize the septage coming in so it was not such a large load coming into the plant at once.
- Staff asked Kimley Horn to study the improvements to the receptive receiving area to ensure there was enough to empty a whole truck, and determine the ability for the facility to handle solids, how the equalization basin could be added, the effects, the demand for regional septage, and the revenue income. The study would also include budget cost estimates.
- The cost of the amendment would be approximately \$27,000.

Council and staff discussed the item further:

- *Maintenance costs:* Council requested a cost for the yearly maintenance amount if the system was upgraded. Staff stated the average cost for accepting septage was between 10-13 cents per gallon. There would also be the cost of extra sludge disposal, which was currently hauled to Gray Wolf by Waste Management. The Town paid by the ton. The cost of disposing solids content was much higher than normal effluents. That cost would be factored into the analysis.
- *Improvement costs:* The price of the improvements would be close to \$1.5 million. If the improvements were added and there was enough demand, the Town could take in close to \$900,000 annually. The majority of the improvement cost was the EQ basin. Staff also wanted the option to design the facility with the ability to add an odor control ventilation system when it became necessary.

Councilmembers supported the prospect of improving the system. They wanted an estimate on doubling the numbers before a plant expansion was necessary. If the Town became a regional

acceptance plant, they would need to grow the facility. The Town may want to consider growing the facility immediately. They agreed staff should bring the item to the next council meeting to move ahead with the study amendment.

5) ADJOURNMENT

The meeting was adjourned at 4:25 p.m.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 10th day of December, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of January, 2020.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. i.

Meeting Date: 01/14/2020

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the December 10, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the December 10, 2019 regular meeting minutes.

Attachments

December 10, 2019 minutes

DRAFT

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY DECEMBER 10, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, December 10, 2019.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins; Councilmember Lon Turner

Staff Present: Town Manager Cecilia Grittmann; Town Attorney Andrew McGuire; Finance Director Joe Duffy; Economic Development Project Manager Maggie Tidaback; Police Chief Chuck Wynn; Customer Service Manager JoAnn Brookins; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Senior Planner Alex Lerma; Assistant Planner Will Dingee; Community Services Director Scott Bruner; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Vickie Nipper (recorder)

1) **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a) Annual Report by the Chino Valley Equestrian Association regarding the status of the Chino Valley Equestrian Park located on Town property.

Danielle Feller introduced Cooper Anderson who reported on:

- Growth, changes, participation, volunteer hours, partnerships, programs, and events within the last year.
- Large equipment purchases made possible through donations and fund-raising activities, and improvements and maintenance to the facility.
- Future focus on education and disciplines to provide access to funding and grants.

Councilmember Turner congratulated everyone involved in the equestrian center for their successes. Councilmember Perkins thanked Ms. Feller, who will be leaving Chino Valley, for her contributions to the center. Ms. Feller shared some parting thoughts and recognized Mr. Anderson as the organization's next president.

- b) Presentation by Jeff Frohock, Director, Chino Valley Repertory Theater, regarding the organization's upcoming first production.

Jeff Frohock, portraying Mark Twain, spoke about the theater group's upcoming inaugural production.

3) **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Daniel Brundage, owner of Affordable Auto, spoke about losing business due to not being allowed an offsite sign on the highway. He asked the Town to reconsider the restriction on offsite signage, as he did not want to have to move his business out of Town.

4) **RESPONSE TO THE PUBLIC**

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a) Response to Carlos Romaniz, owner of CR Waterworks, requesting the Town to drop their tier system and replace with a flat fee.

Mayor Croft reported that at the November 12, 2019, Council meeting, a request was made to review charging a flat rate for all fill station customers versus the current tiered rate. Staff then reviewed the fill station accounts and agreed that a flat rate per 1,000 gallons was more equitable for residential customers having water delivered by commercial water haulers. In order to change the current rates, a Water Rate Analysis Report had to be completed and published, and a public hearing needs to be held. Staff will begin working on this and anticipated having it completed by early spring of 2020.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported on the following:

- Deputy Town Clerk Vickie Nipper's retirement; and
- The Citizens Academy starting in January.

Councilmember Best reported on the following:

- 50th Anniversary commemoration book, which will be available for purchase in early 2020; and
- Memory Park tree lighting.

- b) Status report by Town Manager Cecilia Gritman regarding Town accomplishments, and current or upcoming projects.

Town Manager Gritman reported on the following:

- Deputy Clerk Vickie Nipper's retirement, and Planner Alex Lerma's service during several transitions in Development Services;
- The upcoming Christmas celebration event at Memory Park;
- No more Council meetings for the month of December;
- Sitting on the panel for the two assistant Fire Chief vacancies; and
- Thanks to all for a great year.

6) **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve the Consent Agenda Items 6 (a) through (e) as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to amend Ordinance No.18-853 concerning the zoning of six acres located at 940 South Road 1 West, by adopting Ordinance 2019-877. (Frank Marbury, Public Works Director)
- b) Consideration and possible action to adopt Resolution 2019-1151 abandoning Town rights to an easement along Tree Farm Lane as recoded in Book 3940 Page 275 in the records of the Yavapai County Recorder. (Frank Marbury, Public Works Director/Town Engineer)
- c) Consideration and possible action to adopt the 2020 Base Council Meeting Schedule.
- d) Consideration and possible action to approve October 15, 2019, study session minutes. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to approve October 29, 2019, study session minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a) Consideration and possible action to adopt Ordinance 2019-876 to rezone approximately 10 acres of real property, known as Craftsman Court, from AR-5 (Agricultural Residential-5 Acre Minimum) zoning district to SR-0.16 PAD (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay. The property is located on the southeast corner of Juniper Drive and North Road 1 East at 701 North Road 1 East, Chino Valley, AZ 86323, Assessor Parcel Number: 306-24-012. (Alex Lerma, Senior Planner)

Recommended Action: Adopt Ordinance 2019-876 to rezone approximately 10 acres of real property from the AR-5 (Agricultural Residential- 5 acre minimum) zoning district to SR-0.16 PAD (Single Family Residential-7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district with the conditions recommended by Staff.

Senior Planner Lerma presented on this item:

- *Request:* The applicant requested the new zone to include a planned area development (PAD) overlay, which allowed the developer to deviate from the current development standards for single-family residential 7,000 square foot lot minimum.
- *Current condition:* Surrounding properties consisted of subdivisions, single family residences, and manufactured home parks. The General Plan land use designation was medium density residential 2-acres or less. The property had a single-family residence and an accessory structure.
- *Access:* Access to the property was through Juniper Drive. Two ingress/egress access points through Juniper Drive were being proposed.
- *Development:* Development would be in two phases, with the first developing 20 lots and the second developing an additional 25 lots. The total number of developed lots would be 45, with the smallest lot at 4,560 square feet and the largest at 9,409 square feet, with an average lot size of 5,334 square feet. The project density would be 0.5 dwelling units per acre, which was lower than the 6.2 allowed by 0.16 single residential zoning. The homes would be site built.
- *Features:* The applicant was proposing 2.5 acres of open space or 25% of the ten acres. Landscaping would be placed along Juniper Drive and along Road 1 East, as well as internally. Sidewalks would be located on Juniper Drive, Road 1 East, and internally. The internal sidewalks would be located on one side of the street within the development.
- *Deviation:* The applicant was requesting deviation from interior side yard setbacks from 10 feet to five feet; street side setback from 20 feet to 8 feet; front property line setbacks of 16 feet for lots with a sidewalk and 11 feet for properties without a sidewalk ; rear setback from 50 feet to 20 feet for properties abutting Road 1 east; and setback from 20 feet to 10 feet for properties abutting Juniper Drive side. The applicant was also requesting deviations from the 7,000 square foot lot size to cover the smallest development lots of 4,560 square feet, as well as the requirement of having sidewalks located on one sed of the street within the development.
- *Right-of-way:* The developer was proposing to dedicate 25 additional feet for the future development of widening Peppertree Drive. The landscaping and sidewalk would be outside the boundaries of the dedicated property. Public Works Director Marbury explained to Council the layout of sidewalks and the roadway within the 100-foot right-of-way requirement.
- *PAD:* In return for the PAD, the applicant was proposing 25% of the land being set aside for open space, off-street trails, a gazebo picnic area, guest off-street parking, and fencing along Juniper drive, Road 1 East, and the south property line.
- *Public comment:* Two residents attended the neighborhood meeting. Concerns raised included: water depletion of existing wells, water used for landscaping, and height restrictions. The applicant or developer had explained that the development would be

connected to Town water and sewer; landscaping would be low water usage; and while there would be two-story houses, none would be on the south property line. The developer would put a deed restriction on lots 40 to lot 14 to be only one story high and a wooden fence along the south property line.

- *Planning Commission hearing:* The Planning and Zoning Commission questioned why only one side of the development had sidewalks. The developer explained that location of the sidewalks helped provide enough setback depth into the garage area and allowed for street parking adjacent to lots that did not have sidewalks. The Commission forwarded a recommendation of approval by a vote of 6-1. The commissioner who voted nay thought the project should conform with straight zoning.
- *General Plan conformance:* The project was located right outside of the area considered the main community core district. The General Plan supported lower density and walkability in the main core area and it supported the type of density the applicant was proposing.
- *Staff and Commission recommendation:* Staff believed the proposed development would provide esthetics not provided by other developments. Staff and Commission recommended approval to the Council to adopt Ordinance No. 2019-876 with conditions relating to:
 - Substantial conformance to the site plan, landscaping plan, conceptual building elevations and other exhibits provided.
 - Fencing at lot lines and road frontages.
 - Assured water supply.
 - Water and sewer lines and fire hydrants.
 - Drainage, drainage study, and master plan.
 - Right-of-way dedications and drainage easements.
 - Road improvements, traffic impact statement, and non-vehicular access easements.
 - City of Prescott aerial easement.

Council and staff further discussed fencing. The developer had stated fencing would not be chain link and would be maintained by the HOA.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to adopt Ordinance 2019-876 rezoning approximately 10 acres of real property from the AR-5 (Agricultural Residential- 5 acre minimum) zoning district to SR-0.16 PAD (Single Family Residential- 7,000 Square Foot Minimum Lot Area) zoning district with a Planned Area Development Overlay zoning district with the conditions recommended by staff.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

NAY: Councilmember Cloyce Kelly

6 - 1 PASSED

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

MOVED by Councilmember Mike Best, seconded by Councilmember Cloyce Kelly to adjourn to Executive Session at 7:24 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) The Council may hold an executive session pursuant to: (i) Ariz. Rev. Stat. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding negotiations related to a potential economic development agreement; and (ii) Ariz. Rev. Stat. § 38-431.03(A)(3) and (4) for discussion or consultation and legal advice with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the existing Chino Meadows development agreement.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the regular meeting at 8:13 p.m. and stated that no action had been taken.

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 8:15 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins, Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 10th day of December, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14th day of January, 2020.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. a.

Meeting Date: 01/14/2020
Contact Person: JoAnn Brookins, Customer Service Supervisor
 Phone: 928-626-4427 x-1216
Department: Customer Service
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: 990 N. State Route 89, Suite D, Chino Valley

AGENDA ITEM TITLE:

Public Hearing and consideration and possible action to recommend approval of an application from Agent Robert Rene Valenzuela for a new Series 03 (In State Microbrewery) Liquor License for Insurgent Brewing Co., LLC, located at 990 N. State Route 89, Suite D, Chino Valley.

RECOMMENDED ACTION:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 03 Liquor License for Insurgent Brewing.

SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. The local governing body may also vote to make no recommendation should they prefer that approval or denial be up to the State. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council may recommended that the state liquor board grant or deny the license, or vote to make no recommendation.

Robert Valenzuela has applied with the state for a new Series 03 (In State Microbrewery) Liquor License. This non-transferable liquor license allows for on & off-sale retail privileges for a licensed in-state microbrewery which produces more than 5,000 gallons, and less than 6,240,000, of beer during the 12-month reporting period (A.R.S. §205.08(B)). Sales or beer produced by other microbreweries may not exceed 20% of the licensee's annual sales by volume on the licensed premieses.

Insurgent Brewery is having to apply for a new license as they are changing location by moving from Suite C to Suite D in the same building. The Police and Planning Departments reviewed the application and

recommended approval with no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period from December 18, 2019 through January 14, 2020. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Application

Acceptable Reasons to Protest

Guidelines for Granting License

State of Arizona
Department of Liquor Licenses and Control

Created 11/16/2019 @ 08:17:00 AM

Local Governing Body Report

LICENSE

Number:	Type:	003 IN STATE MICROBREWERY
Name:	INSURGENT BREWING CO. LLC	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	990 N STATE ROUTE 89 #D CHINO VALLEY, AZ 86323 USA	
Mailing Address:	990 N STATE ROUTE 89 #D CHINO VALLEY, AZ 86323 USA	
Phone:	(928)636-9077	
Alt. Phone:	(928)925-4773	
Email:	LOVIBONDIBU@GMAIL.COM	

AGENT

Name:	ROBERT RENE VALENZUELA
Gender:	Male
Correspondence Address:	990 N STATE ROUTE 89 #D CHINO VALLEY, AZ 86323 USA
Phone:	(928)925-4773
Alt. Phone:	
Email:	LOVIBONDIBU@GMAIL.COM

OWNER

Name: INSURGENT BREWING CO LLC
 Contact Name: ROBERT VALENZUELA
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: L19376409 State of Incorporation: AZ
 Incorporation Date: 07/28/2014
 Correspondence Address: 990 N STATE ROUTE
 89 #D
 CHINO VALLEY , AZ 86323
 USA
 Phone: (928)925-4773
 Alt. Phone:
 Email: LOVIBONDIBU@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
LAURA ANN VALENZUELA	Manager, Stockholder	50.00
ROBERT RENE VALENZUELA	Manager, Stockholder	50.00

**INSURGENT BREWING CO LLC -
Manager, Stockholder**

Name: LAURA ANN VALENZUELA
 Gender: Female
 Correspondence Address: 990 N STATE ROUTE
 89 #D
 CHINO VALLEY , AZ 86323
 USA
 Phone: (928)830-6477
 Alt. Phone:
 Email: LAVALENZUELA16@GMAIL.COM

**INSURGENT BREWING CO LLC -
Manager, Stockholder**

Name: ROBERT RENE VALENZUELA
 Gender: Male
 Correspondence Address: 990 N STATE ROUTE
 89 #D
 CHINO VALLEY , AZ 86323
 USA
 Phone: (928)925-4773
 Alt. Phone:
 Email: LOVIBONDIBU@GMAIL.COM

MANAGERS

Name: LAURA ANN VALENZUELA
 Gender: Female
 Correspondence Address: 990 N STATE ROUTE
 89 #D
 CHINO VALLEY , AZ 86323
 USA
 Phone: (928)830-6477
 Alt. Phone:
 Email: LAVALENZUELA16@GMAIL.COM

Name: ROBERT RENE VALENZUELA
Gender: Male
Correspondence Address: 990 N STATE ROUTE
89 #D
CHINO VALLEY, AZ 86323
USA
Phone: (928)925-4773
Alt. Phone:
Email: LOVIBONDIBU@GMAIL.COM

Type of Application		Acceptable Protest
1	New License	May Protest Person and Location
2	Person Transfer	May Protest "ONLY" Person
3	Location Transfer	May Protest "ONLY" Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest



**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. b.

Meeting Date: 01/14/2020
Contact Person: Maggie Tidaback, Economic Development Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Infrastructure Reimbursement Agreement with Barnett Management for Utilities extension from Road 2 North to the Burger King site, in an amount not to exceed \$150,000.00.

RECOMMENDED ACTION:

Approve the Infrastructure Reimbursement Agreement with Barnett Management for utilities extension from Road 2 North to the Burger King site, in an amount not to exceed \$150,000.00.

SITUATION AND ANALYSIS:

Barnett Management Company purchased land north of Walgreens on Road 2 North / Hwy 89 to put in a Burger King Restaurant. To bring utilities to their property, they are crossing other properties that would later benefit from the extension of sewer and water (to the west of the property). They asked for some relief from the Town, since utilities are not to the property line, and the Council agreed to a utility reimbursement up to \$150,000 for water and sewer extensions. A property to the north and property to the west may benefit in the future from the utility extension. Burger King's initial estimate on pulling the utilities is \$154,737.00. When the work is completed, Barnett Management will submit detailed invoices and the Town will reimburse up to \$150,000.00 for the utility extension.

Fiscal Impact

Fiscal Impact?: Y
If Yes, Budget Code:
Available: 150,000.00
Funding Source:

Attachments

BURger King Reimbursement Agt.

**INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made _____, 2020 (the “Effective Date”), by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”) and Barnett Jacobs Real Estate, LLC, an Arizona limited liability company (the “Developer”).

RECITALS

A. Developer desires to construct a new Burger King restaurant (the “New Facility”) to be operated by Barnett Management Co., an Arizona corporation (the “Operator”), including all related on-site and offsite infrastructure, on approximately 2.89 acres of real property generally located at 1090 N. State Route 89 in Chino Valley, Arizona, which property is described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Property”).

B. The Town desires that Developer construct and develop the New Facility on the Property to (i) provide additional dining opportunities for Chino Valley residents and visitors, (ii) increase the value of the Property for property tax purposes, (iii) enhance the Town’s State Route 89 presence, (iv) create new opportunities for employment in Chino Valley, (v) enhance retail transaction (sales) tax collections in the Town and (vi) extend the Town’s water and sewer mains in the area in a manner that may serve future development.

C. In conjunction with construction of the New Facility, Developer will be required to construct the approximately 587 linear foot (“LF”) 8” new water main (the “New Water Main”) and the approximately 359 LF 8” new sewer main (the “New Sewer Main”) at the locations depicted on Exhibit E attached hereto and incorporated herein by reference.

D. The Town Council is empowered, pursuant to ARIZ. REV. STAT. § 9-500.11, to appropriate public funds to further employment opportunities and economic enhancement of the Town. Accordingly, the Town Council has determined that it is in the best interests of the citizens of Chino Valley to reimburse Developer for certain costs associated with the New Water Line and the New Sewer Line to provide opportunities for enhanced economic welfare and new job creation in Chino Valley and to allow for future extensions of the Town’s water and sewer system in the area.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer hereby agree as follows:

1. Developer Obligations.

1.1 Developer Improvements. Developer shall cause to be designed and constructed, according to Town standards, or Arizona Department of Transportation Standards, as applicable, (A) the roadway improvements, on-site parking and driveway improvements and other such improvements as depicted on the Site Plan prepared by One Architecture, dated June 11, 2019, and approved by the Town (the “Initial Site Plan”), attached hereto as Exhibit B and incorporated herein by reference, and (B) the buildings on the Property in accordance with the architectural elevations prepared by One Architecture, dated August 5, 2019, and approved by the Town (the “Initial Architectural Plan”), attached hereto as Exhibit C and incorporated herein by reference. The Initial Site Plan and the Initial Architectural Plan are collectively referred to herein as the “Initial Site Plan Documents.” Developer agrees and understands that payment of the Reimbursement Amount (as defined below) is specifically conditioned upon it causing development of the New Facility on the Property substantially in accordance with the Initial Site Plan Documents. Notwithstanding the foregoing, Developer may amend or otherwise modify the Initial Site Plan Documents so long as such amendments or modifications are (A) in accordance with the Town’s customary policies and procedures for such amendments or modifications and (B) consistent with the intent of this Agreement, as determined by the Town in its reasonable discretion.

1.2 Business Construction and Operation. Developer, its successors or assigns, shall develop the Property in a manner consistent with the Initial Site Plan Documents and all Town regulations. Developer agrees and understands that the Town’s obligations to pay the Reimbursement Amount (as defined below) is specifically conditioned upon the construction and operation of the New Facility in the location shown on the Initial Site Plan Documents and in the form shown on the Initial Architectural Plan. Developer shall cause construction of the New Facility to begin within three months of the Effective Date and shall ensure complete construction and opening of the New Facility for business at the location shown on the Initial Site Plan Documents not later than 12 months from the Effective Date (the date of such construction completion and opening is referred to herein as the “Opening Date”). After construction is completed and the New Facility is opened for business on the Property, Developer shall ensure that the Operator, its successors or assigns shall continuously operate, or cause to be operated, the New Facility on the Property at all times for a period of at least 10 years from the Opening Date (the “Operating Period”).

1.3 Dedication of Additional Roadway. Prior to issuance of a certificate of occupancy for the New Facility on the Property, Developer shall dedicate to the Town the real property described and depicted on Exhibit D, attached hereto and incorporated herein by reference (the “Dedication Parcel”), for future right-of-way and utility purposes. Developer shall provide the Town, in conjunction with dedicating the Dedication Parcel to the Town: (A) an Environmental Site Assessment (“ESA”) conducted in general accordance with the applicable provisions of the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-13), directed and overseen by an Environmental Professional (as defined by the ASTM standard) according to the All Appropriate Inquiries Rule; and (B) a special warranty deed or such other dedication documents as deemed acceptable by the Town Attorney in his sole discretion.

1.4 Water and Sewer Extensions. Prior to issuance of a certificate of occupancy for the New Facility, Developer shall construct and dedicate to the Town (including all necessary easements in forms acceptable to the Town Attorney) the New Sewer Line and the New Water Line. The Developer shall be solely responsible for the costs associated with the necessary surveys, documentation and legal review for the easements to be provided to the Town pursuant to this Section. The New Water Main and the New Sewer Main (collectively, the “Public Infrastructure”) shall be constructed according to the Town’s standards.

A. Project Contracts. Developer shall engage licensed general contractors with suitable experience in the field to complete the Public Infrastructure; a copy of the contract(s) between the Developer and its chosen contractor(s) (the “Project Contracts”) shall be provided to the Town upon execution. Subject to the reimbursement provisions below, the Developer will be solely responsible for payment of all expenses under the Project Contracts. The Developer will timely pay all Public Infrastructure Costs pursuant to the Project Contracts and then invoice the Town for reimbursement according to this Agreement.

B. Maximum Reimbursement. Developer shall submit to the Town the actual costs to design and construct the Public Infrastructure (the “Public Infrastructure Costs”), including all information necessary for the Town to reasonably verify such costs. Once verified, the actual Public Infrastructure Costs shall be the maximum reimbursement Developer may receive pursuant to this Agreement (the “Reimbursement Amount”); provided, however that in no case shall the Reimbursement Amount exceed \$150,000.

C. Progress Payments. No more frequently than once per month, the Developer may submit project draws relating to the progress of construction on the Public Infrastructure. Invoices will be accompanied by (i) evidence of the Developer payment, (ii) copies of the invoices that were paid by the Developer and which relate only to the Public Infrastructure, and progress pictures of the Public Infrastructure and/or site inspections as may be applicable, and (iii) a notation as to the Project Contracts pursuant to which the work listed in the invoice was performed. Invoices shall not include anticipated, but not yet made, payments.

D. Permits and Inspections. The Developer shall be responsible for any and all permits required for the project and for complying with all Town inspections required or requested.

E. Change Orders. Change orders related to the Public Infrastructure must be reviewed and approved by the Town. The Town shall timely review and reject or approve all change orders. The Town’s approval shall not be unreasonably delayed, withheld or denied. In the event the Town fails to timely approve or reject a change order, the Developer shall have the right to proceed with the change order “at its own risk.” If the Town rejects any such change order, such rejection shall be accompanied by a written statement specifying and explaining the Town’s reasons for rejecting such change order. Furthermore, if the Town rejects the change order, the Developer shall have the right, but not the obligation to proceed with the change order at its own cost and

expense; work related to any such change orders shall be in compliance with all applicable Town codes and regulations.

1.5 Collective Obligations. The Developer improvements obligations set forth in subsection 1.1, the business construction and operation obligations set forth in subsection 1.2, the Dedication Parcel obligations set forth in subsection 1.3 and the water and sewer main obligations set forth in subsection 1.4 are collectively referred to herein as the “Developer Obligations.”

1.6 Force Majeure Events. In the event that the New Facility is damaged by a force majeure event, the time periods for completing the Developer Obligations shall be tolled until such time as the damaged portion of the New Facility may be repaired and returned to operating condition; provided, however, that the time periods shall only be tolled in the event that the Developer immediately commences repairs and diligently pursues to completion such repairs; provided further, however, that no such repair/tolling period shall extend beyond 180 days after the last date of a force majeure event. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its intentional misconduct or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, floods, lockouts, injunctions and other similar occurrences beyond the control of the Developer which Developer is unable to prevent by exercising reasonable diligence. The force majeure event shall be deemed to commence when the Developer notifies the Town, in accordance with Section 7 below, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the Developer from resuming performance in accordance with this Agreement. If Developer declares a force majeure event, the Operating Period shall be extended for a period equal to the length of any such force majeure event and the corresponding repair period.

2. Town Obligation – Reimbursement Amount. The Developer Obligations set forth in Section 1 above shall be a continuing pre-condition to the Town’s obligation as set forth in this Section 2. For so long as Developer fully performs the Developer Obligations, the Town shall be obligated to perform as set forth herein. The Town shall reimburse the Developer according to the progress payment process set forth in Subsection 1.4(C) above until the full Reimbursement Amount has been paid. Once verified by the Town, invoices shall be paid within 30 days. The Town’s obligations under this Agreement shall be deemed complete upon payment of the Reimbursement Amount.

3. Term. The Term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect until the date that is 10 years after the Opening Date, unless sooner terminated pursuant to Section 5 below.

4. Agreement Subject to Annual Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then-current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which

such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Developer informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Developer hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

5. Default. If either party fails to perform any obligation required by this Agreement, including the Town's obligation to pay the Reimbursement Amount, and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party (the "Cure Period"), such non-performing party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such Cure Period exceed 120 days.

6. Liquidated Damages. Without limiting the remedies available to the Town pursuant to Section 5 above, Developer understands and acknowledges that if it fails to fulfill the Developer Obligations as set forth in Section 1 above, the Town will suffer damages that are difficult to accurately specify and ascertain. Developer hereby agrees that, upon its default hereunder and expiration of the Cure Period set forth in Section 5 above, it shall pay the Town, as liquidated damages, within 30 days of receipt of the Town's written demand therefore, the following amounts: (i) if the Developer's failure occurs within two years from the Effective Date of this Agreement, 100% of the Reimbursement Amount paid to Developer as of the date of the Town's written demand; (ii) if the Developer's failure occurs more than two years but less than five years from the Effective Date of this Agreement, 50% of the Reimbursement Amount paid to Developer as of the date of the Town's written demand; and (iii) if the Developer's failure occurs more than five years from the Effective Date of this Agreement, 25% of the Reimbursement Amount paid to Developer as of the date of the Town's written demand. Such liquidated damages shall be payable in immediately available funds of United States currency.

7. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Developer: Barnett Jacobs Real Estate, LLC
650 North 99th Ave, #108
Avondale, Arizona 85323
Attn: Rochelle M. Krispin

With copy to: Barnett Jacobs Real Estate, LLC
650 North 99th Ave, #108
Avondale, Arizona 85323
Attn: Brad A. Flahiff

and to: Milligan Lawless, P.C.
5050 North 40th Street, Suite 200
Phoenix, Arizona 85018
Attn: Michael W. Murphy

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

8. Verification of Employment Eligibility; E-Verify Program. The parties agree that the reimbursements provided for in this Agreement are not economic development incentives as defined in ARIZ. REV. STAT. § 23-214(B)(1), but that it is appropriate that this Agreement be subject to the provisions of such statute. Not later than 30 days after the Effective Date, Developer and Operator shall register with and participate in the employment verification program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any successors to such program (the "E-Verify Program"). Thereafter, prior to receiving any of the economic incentives contemplated by this Agreement, Developer shall provide proof to the Town that Developer and Operator are registered with and are participating in the E-Verify Program. If the Town determines that the Developer or the Operator is not complying with the requirements of ARIZ. REV. STAT. § 23-214 at any time

during the Term, the Town shall notify Developer by certified mail of the Town's determination of noncompliance and the Developer's right to appeal such determination, which appeal process shall be determined by the Town in its sole discretion. Upon final determination of Developer's or Operator's noncompliance, Developer shall repay all monies received as an economic incentive under this Agreement to the Town within 30 days of such final determination and such repayment shall not be reduced or limited by the liquidated damages process described in Section 6 above.

9. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

10. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable 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 enforced whether or not such action is prosecuted through judgment.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

12. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

14. Time of the Essence. Time is of the essence in this Agreement.

15. Offset.

15.1 Offset for Damages. In addition to all other remedies at law or equity, after providing written notice to the Developer, the Town may offset from any money due to the Developer any amounts Developer owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.2 Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Developer any amounts Developer owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

16. Assignment. Developer may assign this Agreement, in whole or in part, only upon the prior, written approval of the Town, as evidenced by the Town Manager's signature thereon, which approval may not be unreasonably withheld by the Town.

17. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

18. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the Town unless and until it has been approved by the Town Council and has become effective or (ii) on Developer unless and until it has been executed by an authorized representative.

19. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

20. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

21. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

22. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of partial performance, shall not release the Developer from any

responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BARNETT JACOBS REAL ESTATE, LLC
an Arizona limited liability company

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared _____
_____, the _____ of Barnett Jacobs Real Estate,
LLC, an Arizona limited liability company, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the company.

Notary Public

(Affix notary seal here)

**EXHIBIT A
TO
INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

[Property Legal Description and Map]

See following pages.

BARNETT JACOBS
LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the South quarter corner of said Southeast quarter of Section 15, from which the Southeast corner of said Section 15 bears North 89 degrees 49 minutes 00 seconds East, a distance of 2638.56 feet;

Thence North 00 degrees 17 minutes 09 seconds West along the North-South mid-section line, a distance of 323.93 feet the **TRUE POINT OF BEGINNING**;

Thence continuing along said North-South mid-section line North 00 degrees 17 minutes 09 seconds West, a distance of 182.09 feet;

Thence South 89 degrees 45 minutes 33 seconds East, a distance of 695.35 feet;

Thence South 03 degrees 08 minutes 27 seconds West, a distance of 179.99 feet;

Thence North 89 degrees 57 minutes 14 seconds West, a distance of 684.57 feet to the TRUE POINT OF BEGINNING.

Containing 124,826 square feet, or, 2.866 acres of land, more or less.

**EXHIBIT B
TO
INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

[Initial Site Plan]

See following pages.

**EXHIBIT C
TO
INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

[Initial Architectural Plan]

See following pages.

A4.1
Exterior Elevations

Finish Legend

A	ALUMINUM STIFFENER	ALUMINUM STIFFENER
B	ALUMINUM STIFFENER	ALUMINUM STIFFENER
C	ALUMINUM STIFFENER	ALUMINUM STIFFENER
D	ALUMINUM STIFFENER	ALUMINUM STIFFENER
E	ALUMINUM STIFFENER	ALUMINUM STIFFENER
F	ALUMINUM STIFFENER	ALUMINUM STIFFENER
G	ALUMINUM STIFFENER	ALUMINUM STIFFENER
H	ALUMINUM STIFFENER	ALUMINUM STIFFENER
I	ALUMINUM STIFFENER	ALUMINUM STIFFENER
J	ALUMINUM STIFFENER	ALUMINUM STIFFENER
K	ALUMINUM STIFFENER	ALUMINUM STIFFENER
L	ALUMINUM STIFFENER	ALUMINUM STIFFENER
M	ALUMINUM STIFFENER	ALUMINUM STIFFENER
N	ALUMINUM STIFFENER	ALUMINUM STIFFENER

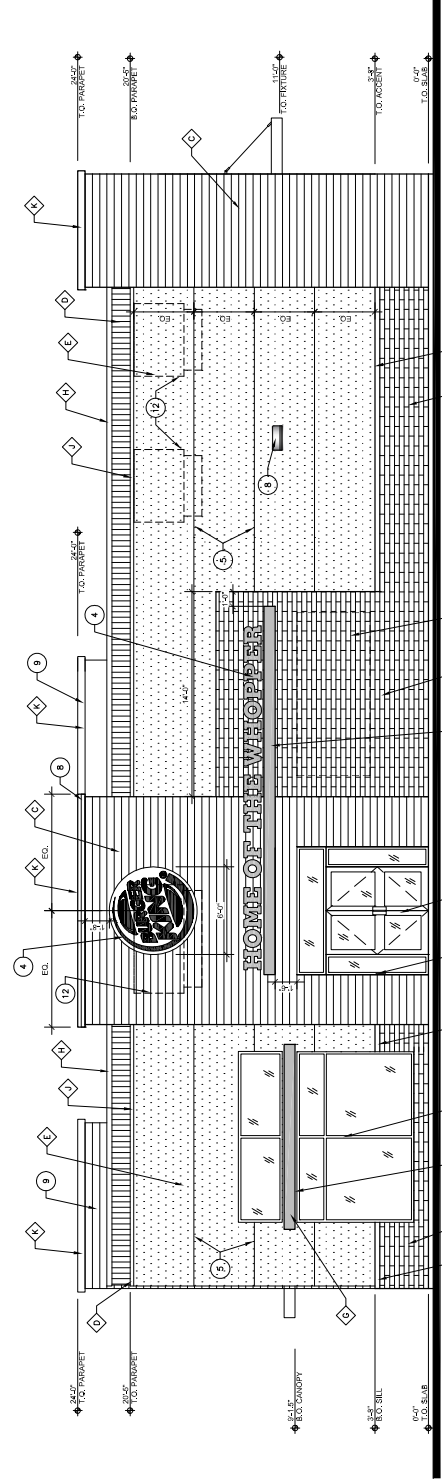
Keynotes

NOT ALL KEYNOTES ARE LISTED ON THIS SHEET

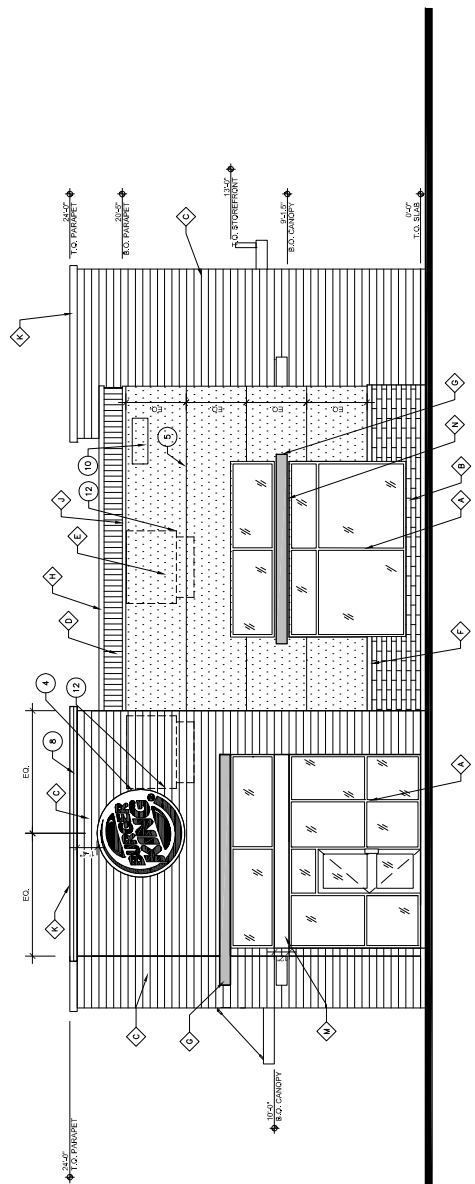
1. SEE ROOM.
2. THE FISSER ROOM.
3. FOLLOW METAL DOOR FRAME. PAINT TO MATCH COLOR F.
4. SEE ROOM.
5. TO BE DISCUSSED IN STONE TOWERS. SHOWN TO BE GRANT'S PRIVATE OFFICE.
6. SEE REVELATION, TYPICAL.
7. LOCATION OF ROOM NOW BEING RESEARCHED MONITOR. VERIFY LOCATION WITH CITY DEPARTMENT REQUIREMENTS AND MATERIAL SHOWN AS REQUIRED.
8. SEE METAL LOCATION.
9. LIGHT FIXTURE, TYPICAL.
10. BACK SIDE OF PAWPAET WALL, BEYOND.
11. INDICATES ARCHIVE NUMBERS, LOCATION, HEIGHT AND SIZE. ARCHIVE NUMBERS SHALL BE ON CONTRASTING BACKGROUND. NUMBERS SHALL BE 12" HIGH MINIMUM SIZE OF 36" HIGHS.
12. MECHANICAL AREA.
13. DASHED LINE INDICATED LOCATION OF ROOF TOP UNITS.

General Notes

- A. ALL SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE REVIEW AND APPROVAL.
- B. ALL GROUND AND ROOF MOUNTED EQUIPMENT, INCLUDING UTILITIES SHALL BE SCREENED FROM VIEW.
- C. ALL ETS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND ICC-ES REPORT #E39-1022.



1 **West Elevation** $\frac{1}{4}'' = 1'-0''$



2 North Elevation
1/4" = 1'-0"

A4.1
Exterior Elevations

Finish Legend

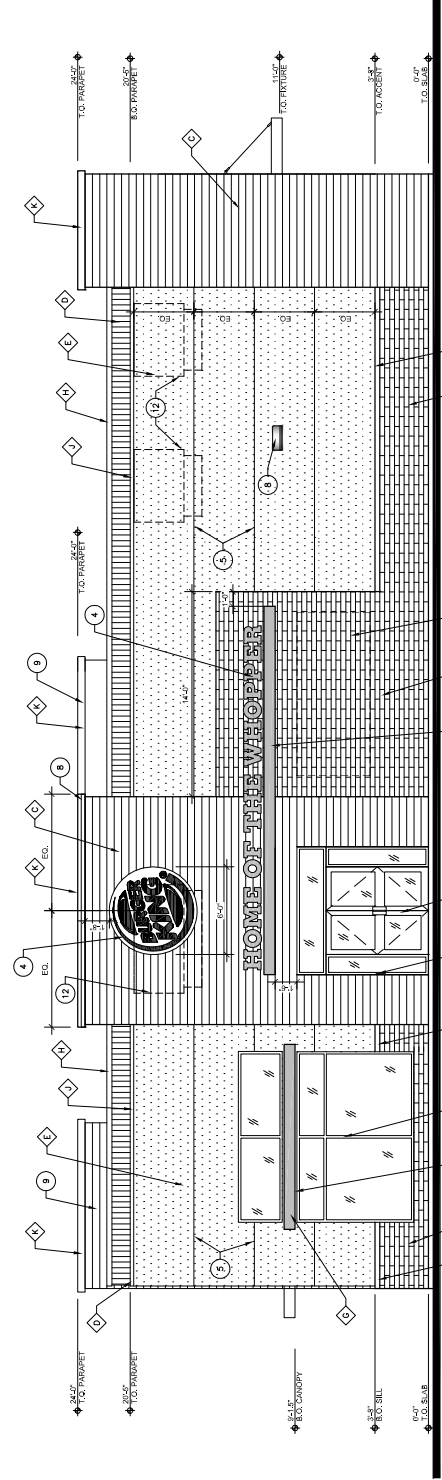
[illegible]

Keynotes

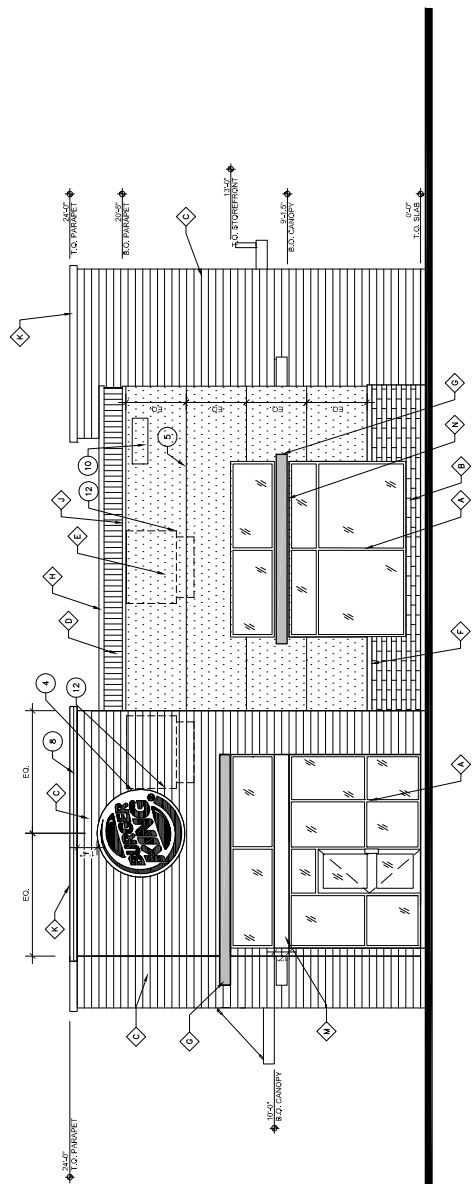
1. SEE ROOM.
2. FIRE RESIST. ROOM.
3. 90 MIN. METAL DOOR AND FRAME, PAINT TO MATCH COLOR "F" GRANITE.
4. SIGNAGE TO BE PERMITTED IN STONE TOWERS, SIGNAGE TO BE UNDER DEPARTMENTS.
5. EPS INSULATION, TYPICAL.
6. LOCATION OF INDOOR BOX 3200 SERIES RECESSED MOUNTED, VERIFY LOCATION WITH CITY FIRE DEPARTMENT REQUIREMENTS AND INSTALL SIGNAGE AS REQUIRED.
7. GAS METER LOCATION.
8. LIGHT FIXTURE, TYPICAL.
9. BACKED AREA OF PARAPET WALL BEYOND.
10. INDICATE ADDRESS NUMBERS LOCATION, HEIGHT AND SIZE. ALL ADDRESS NUMBERS SHALL BE ON CONTRASTING BACKGROUND. NUMBERS SHALL BE 6" HIGH MINIMUM PER CITY STANDARDS.
11. DASHED LINE INDICATES LOCATION OF ROOF TOP UNITS.

General Notes

- A. ALL SIGNAGE SHOWN FOR REFERENCE ONLY. SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE REVIEW AND APPROVAL.
- B. ALL GROUND AND ROOF MOUNTED EQUIPMENT, INCLUDING UTILITIES SHALL BE SCREENED FROM VIEW.
- C. ALL EIFS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND ICC-ES REPORT #E398-1232.



1 **West Elevation** $\frac{1}{4}'' = 1'-0''$



2 North Elevation $\frac{1}{4}" = 1'-0"$

**EXHIBIT D
TO
INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

[Dedication Parcel Legal Description and Map]

See following pages.

**RIGHT-OF-WAY
DEDICATION
LEGAL DESCRIPTION**

That portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the South quarter corner of said Southeast quarter of Section 15, from which the Southeast corner of said Section 15 bears North 89 degrees 49 minutes 00 seconds East, a distance of 2638.56 feet;

Thence North 00 degrees 17 minutes 09 seconds West along the North-South mid-section line, a distance of 25.00 feet the **TRUE POINT OF BEGINNING**;

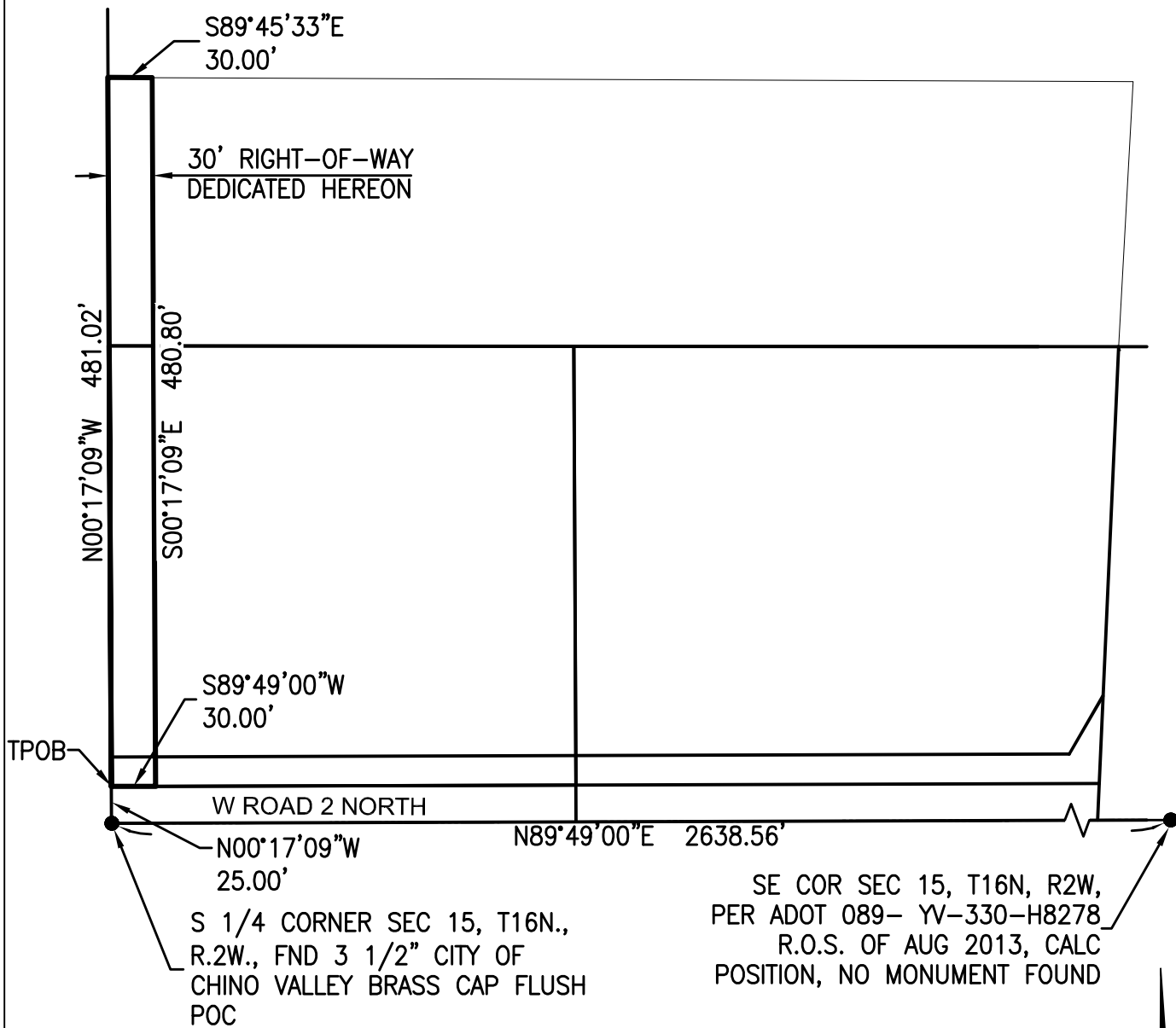
Thence continuing along said North-South mid-section line North 00 degrees 17 minutes 09 seconds West, a distance of 481.02 feet;

Thence South 89 degrees 45 minutes 33 seconds East, a distance of 30.00 feet;

Thence along a line parallel with and 30.00 feet East of said the North-South mid-section line, South 00 degrees 17 minutes 09 seconds East, a distance of 480.80 feet;

Thence along a line parallel with and 25.00 feet North of the East-West mid-section line, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 14,427 square feet, or, 0.331 acres of land, more or less.



EXPIRES: 9-30-22

NO SCALE

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC

Engineering / Surveying / Consulting
 3240 E Union Hills, Suite 113, Phoenix, AZ 85050
 (ph) 602-788-2616, www.hxeng.com

30' RIGHT-OF-WAY DEDICATION

DRAWN BY: MJT

JANUARY 8, 2020

JOB No.: 383

CHECKED BY: MJT

SHEET 2 OF 2

**EXHIBIT E
TO
INFRASTRUCTURE REIMBURSEMENT AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
BARNETT JACOBS REAL ESTATE, LLC**

[Depiction of Water and Sewer Main Locations]

See following pages.

**UTILITY EASEMENT
LEGAL DESCRIPTION**

That portion of the Southeast quarter of Section 15, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at the South quarter corner of said Southeast quarter of Section 15, from which the Southeast corner of said Section 15 bears North 89 degrees 49 minutes 00 seconds East, a distance of 2638.56 feet;

Thence North 00 degrees 17 minutes 09 seconds West, a distance of 25.00 feet to an existing rebar on the North right of way line of Road 2 North;

Thence North 89 degrees 49 minutes 00 seconds East along said North right of way line of Road 2 North, a distance of 285.00 feet to the **TRUE POINT OF BEGINNING**;

Thence North 00 degrees 17 minutes 09 seconds West, along a line parallel with and 30.00 feet West of the East line of the land described in the Special Warranty Deed 2019-0031269 SWD, a distance of 327.79 feet;

Thence South 89 degrees 57 minutes 14 seconds East, along a line parallel with and 30.00 feet North of the North line of the land described in the Special Warranty Deed 2019-0031267 SWD, a distance of 208.60 feet;

Thence North 45 degrees 02 minutes 46 seconds East, a distance of 14.34 feet;

Thence North 00 degrees 02 minutes 46 seconds East, a distance of 4.45 feet;

Thence South 89 degrees 57 minutes 14 seconds East, a distance of 8.56 feet;

Thence North 00 degrees 02 minutes 46 seconds East, a distance of 2.14 feet;

Thence South 89 degrees 57 minutes 14 seconds East, a distance of 20.00 feet;

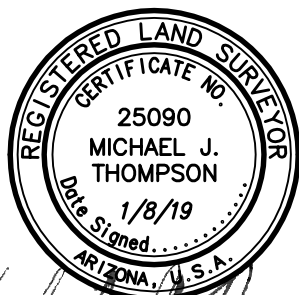
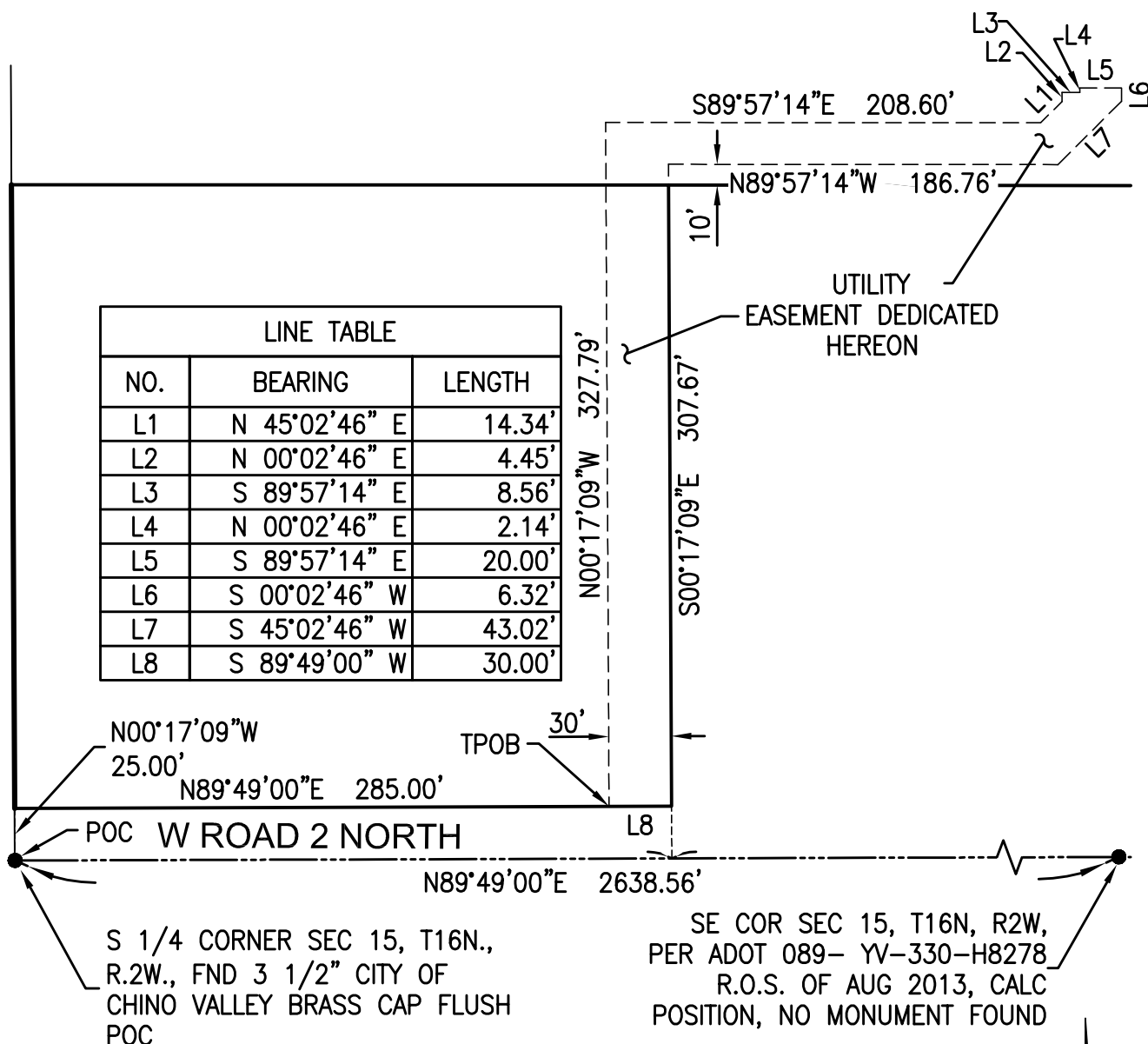
Thence South 00 degrees 02 minutes 46 seconds West, a distance of 6.32 feet;

Thence South 45 degrees 02 minutes 46 seconds West, a distance of 43.02 feet;

Thence North 89 degrees 57 minutes 14 seconds West, along a line parallel with and 10.00 feet North of said North line of the land described in the Special Warranty Deed 2019-0031267 SWD, a distance of 186.76 feet;

Thence South 00 degrees 17 minutes 09 seconds East, along said East line of the land described in the Special Warranty Deed 2019-0031269 SWD, a distance of 307.67 feet to the Southeast corner thereof, said Southeast corner being a point on said North right of way line of Road 2 North;

Thence South 89 degrees 49 minutes 00 seconds West, along said North right of way line of Road 2 North, a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**.



EXPIRES: 9-30-22

NOTE: ALL VALUES SHOWN ARE CALCULATED, UNLESS NOTED OTHERWISE.

Helix Engineering, LLC

Engineering / Surveying / Consulting
 3240 E Union Hills, Suite 113, Phoenix, AZ 85050
 (ph) 602-788-2616, www.hxeng.com

UTILITY EASEMENT

DRAWN BY: MJT

JANUARY 8, 2020

JOB No.: 383

CHECKED BY: MJT

SHEET 2 OF 2



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. c.

Meeting Date: 01/14/2020
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to determine timeframes for pending ballot measures in the Town's 2020 election cycle.

RECOMMENDED ACTION:

Designate election dates for pending ballot measures and a date for an executive session to review the proposed Franchise Agreement with the Chino Meadows II Water Company.

SITUATION AND ANALYSIS:

The Town's Primary Election is scheduled for August 4, 2020. The General Election, if needed, is scheduled for November 3, 2020. There are currently two pending ballot measures to be considered this year: (1) Alternative Expenditure Limitation (Home Rule Option) and (2) a water company franchise for Chino Meadows II Water Company.

A franchise is granted to public utility corporations for the purpose of allowing the utility to do business within the city or town. (Ariz. Const., Art. XIII, § 4; A.R.S. §§ 9-501, 9-502.) The council may pass a resolution calling for a franchise election at either the next regular election or at a special election called for that purpose. A majority of qualified electors voting at the election is necessary to approve the franchise. It is customary that the public utility for which the election is being held pay the election costs.

The Town currently has voter-approved franchises with APS and Citizen's Utilities that were approved in the late 90s and will expire within the next few years. The Town's voters had approved a previous franchise with Chino Meadows II Water Company ("the Utility"), which expired in 2014. The utility would like to negotiate a new franchise agreement with the Council that will go to the voters this year.

Historically, the Town schedules ballot measures on the Primary ballot, so that if all the council seats are filled in the Primary, a General Election is not needed. Currently, each town election costs about \$30,000. Staff's recommendation is to place the Home Rule Option on the Primary ballot as usual. However, staff would like some discussion and direction from Council regarding the franchise ballot item, as to placing it on the same ballot as Home Rule, or the General Election ballot.

Questions to consider:

- *Why consider separating the two ballot measures?* Voter confusion may be the biggest reason. As evidenced with last year's special election, between the complexity of the property tax question and the general political will regarding it, and even though the two ballot measures had no specific nexus, the fallout of the property tax disapproval also resulted in the utility question being defeated. Home Rule also typically requires lots of voter education and the franchise item could fall through the cracks.
- *Does the Town usually hold a General (run-off) election?* Typically, our council seats are all filled and ballot measures are decided at the Primary. We have not had a run-off since 2011. However, with the number of parties interested in running for office in 2020 (13, currently), it appears quite likely that there *will* be a run-off election in November.
- *Where are potential cost savings?* Not needing a General saves the Town the cost of an election. However, as stated above, staff anticipates that there will be a General this year, so cost savings may not be a prime consideration. It is customary for the Utility to pay for the whole election when the franchise is the only thing on the ballot. However, both of our elections will most likely have candidates on the ballot. As such, the Town will need to negotiate with the Utility to pay for 'its' portion of the applicable election. Should there be no candidate run-off in November, and it is decided to put the franchise on that ballot, the Utility should pay for that whole election.
- *Does the Utility have a say?* The representative for the Utility has stated that they are anxious to get the item on the ballot as soon as possible. They will be informed about this discussion so that their representative can speak to Council, if desired. They have submitted a draft franchise agreement for Council's consideration. Once Council decides which ballot to put the item on, they need to direct staff as to when they want to hold an executive session to review the draft agreement.

Fiscal Impact
Fiscal Impact?: No**If Yes, Budget Code:****Available:****Funding Source:**

Attachments
No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7. d.

Meeting Date: 01/14/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Senior Center, 1021 Butterfield Road

AGENDA ITEM TITLE:

Consideration and possible action to award contract to Arrow Roofing, Inc. to remove and replace the roofing material and skylights at the Senior Center with an estimated cost of \$28,227.60 plus any additional costs for unseen conditions revealed after shingle removal.

RECOMMENDED ACTION:

Award contract to Arrow Roofing, Inc. to remove and replace the roofing material and skylights at the Senior Center with an estimated cost of \$28,227.60 plus any additional costs for unseen conditions revealed after shingle removal.

SITUATION AND ANALYSIS:

Beginning around Thanksgiving, the roof would leak during rain events. Due to the liability of someone slipping and to prevent additional damage to the ceiling, Arrow Roofing was contacted to replace the roof and skylights as quickly as possible. The work began on January 6. The repairs consist of removing 2 layers of old roofing, refitting the air conditioning units and curbing, replacing the skylights, and adding new felt and shingles. The estimated cost is \$28,227.60.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 01-95-5600
Available: 28,227.60
Funding Source:
 The project will be paid form the Contingency Fund Line item.

Attachments

Senior Center Roof Estimate
 QSP - Senior Center Roof Repair

ARROW ROOFING, INC.

Page 152 of 156

Commercial & Residential

ROC: 270657

100% Customer Satisfaction

8991 E Valley Rd. Prescott Valley, AZ 86314

Phone: 928-443-8633 Fax: 928-443-8643

PROPOSAL

Name: Senior Center Town of Chino Date: 12/27/19 Lead Source: Bill
 Job Address: 1021 W. Butterfield Rd. City: Chino Valley AZ Zip: 86323
 Billing Address: _____ City: _____ AZ Zip: _____
 Home/ Cell: Kenny (928 710-4357) Alternate Phone: _____

ROOFING SPECIFICATIONS

- ☒ Tear off existing roof: # of Layer(s) 2
- ☒ Install all new roof; Style 3 tab shingle, ☒ Architectural shingle
- ☒ Shingle Color: Burnt Sierra CT Landmark
- ☒ Install all applicable drip edge, vents, flashing, and pipe vack
- ☒ Drip Edge Color: Brown
- ☒ Install felt: ☒ 15lb, ☐ 30lb
- ☒ Install Ice and Water: where applicable per city code
- ☒ Remove debris from roof, gutters and yard
- ☒ Provide Building permit: where applicable
- ☒ Arrow Roofing not responsible for alignment of Satellite or TV Dish
- ☒ Remove and replace gutters: where applicable
- ☒ Gutter Color: _____
- ☒ Arrow Roofing to receive all approved Supplements: where applicable

Production Approved: _____

Sales Approved: _____

PRICE PER SCOPE _____

DEDUCTIBLE _____

TOTAL \$ 28,227.60

EXTRA NOTES

Complete Reroof. 4 new 4x2 Skylights - Removing 2 Swamp
Cooler on flat mod bit area. Sealing and remove curve base.
new vents and pipe Jack boots.

CONTRACTOR: Homeowner acknowledges Arrow Roofing, Inc. as a general contractor and such will be entitled to _____ overhead, and _____ profit, as allowed by insurance industry standards, and to speak to insurance/mortgage co. on their behalf.

You have the right to file a written complaint with the ROC for any alleged violation of Section 32-1154, subsection A. The complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. ROC can be contacted at 602-542-1525 or <http://www.azroc.gov>

We request that if any portion of our work is unsatisfactory you notify Arrow Roofing first

We Propose hereby to furnish material and labor - complete in accordance with above specifications.

TOTAL BALANCE / PLUS APPROVED SUPPLEMENTS: \$ 28,227.60

PAYMENT SCHEDULE / FIRST PAYMENT DUE UPON DATE OF PROPOSAL

PAYMENT DATE: _____ / _____ / _____ Check No. _____ \$ _____

PAYMENT DATE: _____ / _____ / _____ Check No. _____ \$ _____

BALANCE DUE UPON CONTRACT AGREEMENT COMPLETION

PAYMENT DATE: _____ / _____ / _____ Check No. _____ \$ _____

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us

if not excepted within 15 days. 12/27/19

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above. No warranties will be in effect unless job is paid in full. Thank you.

Signature: _____

x

Date: 12/30/19



Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
928-636-2646 (Phone)
928-636-2144 (Fax)

REQUEST FOR QUOTATION FOR SENIOR CENTER ROOF REPAIR

All quotes due by December 30, 2019, 3:00 P.M., Local Time, Chino Valley, Arizona.

The Town of Chino Valley, an Arizona municipal corporation (the “Town”) is seeking a licensed and qualified Contractor to provide all material and labor required as described below on a one-time basis.

Section I – Project Information

Contractor shall remove and replace the roofing material and skylights on the Town’s Senior Center, located at 1021 West Butterfield Road, Chino Valley, Arizona.

Section II – Instructions and Conditions

1. All quotations must contain the quoting firm’s name and be signed by an authorized agent, officer or employee.
2. Award will be made to the Contractor whose quotation is the most advantageous to the Town.
3. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.
4. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

If you need additional information or have questions please contact Steven Sullivan by email ssullivan@chinoaz.net.

Section III – Pricing

The Quotation shall be attached hereto as Exhibit A and shall contain pricing. **Note:** Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the Town of Chino Valley, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated August 2, 2019 (the "Standard Terms and Conditions"), as set forth on the Town of Chino Valley website (<http://www.chinoaz.net/173/Bid-Invitations>), which are incorporated into and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the Services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Telephone No. _____

Quotations for amounts exceeding \$50,000 will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Chino Valley Use Only)

The Contractor's Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or services under this Contract prior to the date this Contract is executed.

Town of Chino Valley, an Arizona municipal corporation

Cecilia Grittman, Town Manager

Date: _____

Town Attorney Approval: 4110

EXHIBIT A
TO
REQUEST FOR QUOTATION
FOR
SENIOR CENTER ROOF REPAIR

[Contractor's Quotation]

(See following page.)

ARROW ROOFING, INC.

Page 156 of 156

Commercial & Residential

ROC: 270657

100% Customer Satisfaction

8991 E Valley Rd. Prescott Valley, AZ 86314

Phone: 928-443-8633 Fax: 928-443-8643

PROPOSAL

Name: Senior Center Town of Chino Date: 12/27/19 Lead Source: Bill
 Job Address: 1021 W. Butterfield Rd. City: Chino Valley AZ Zip: 86323
 Billing Address: _____ City: _____ AZ Zip: _____
 Home/ Cell: Kenny (928 710-4357) Alternate Phone: _____

ROOFING SPECIFICATIONS

- ☒ Tear off existing roof: # of Layer(s) 2
- ☒ Install all new roof; Style 3 tab shingle, ☒ Architectural shingle
- ☒ Shingle Color: Burnt Sierra CT Landmark
- ☒ Install all applicable drip edge, vents, flashing, and pipe vack
- ☒ Drip Edge Color: Brown
- ☒ Install felt: ☒ 15lb, ☐ 30lb
- ☒ Install Ice and Water: where applicable per city code
- ☒ Remove debris from roof, gutters and yard
- ☒ Provide Building permit: where applicable
- ☒ Arrow Roofing not responsible for alignment of Satellite or TV Dish
- ☒ Remove and replace gutters: where applicable
- ☒ Gutter Color: _____
- ☒ Arrow Roofing to receive all approved Supplements: where applicable

Production Approved: _____

Sales Approved: _____

PRICE PER SCOPE _____

DEDUCTIBLE _____

TOTAL \$ 28,227.60

EXTRA NOTES

Complete Reroof. 4 new 4x2 Skylights - Removing 2 Swamp
Cooler on flat mod bit area. Sealing and remove curve base.
new vents and pipe Jack boots.

CONTRACTOR: Homeowner acknowledges Arrow Roofing, Inc. as a general contractor and such will be entitled to _____ overhead, and _____ profit, as allowed by insurance industry standards, and to speak to insurance/mortgage co. on their behalf.

You have the right to file a written complaint with the ROC for any alleged violation of Section 32-1154, subsection A. The complaints must be made within the applicable time period as set forth in section 32-1155, subsection A. ROC can be contacted at 602-542-1525 or <http://www.azroc.gov>

We request that if any portion of our work is unsatisfactory you notify Arrow Roofing first

We Propose hereby to furnish material and labor - complete in accordance with above specifications.

TOTAL BALANCE / PLUS APPROVED SUPPLEMENTS: \$ 28,227.60

PAYMENT SCHEDULE / FIRST PAYMENT DUE UPON DATE OF PROPOSAL

PAYMENT DATE: _____ / _____ / _____ Check No. _____ \$ _____

PAYMENT DATE: _____ / _____ / _____ Check No. _____ \$ _____

BALANCE DUE UPON CONTRACT AGREEMENT COMPLETION

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Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not excepted within 15 days. 12/27/19

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above. No warranties will be in effect unless job is paid in full. Thank you.

Signature: _____

x

Date: 12/30/19