



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, JANUARY 24, 2023
6:00 PM**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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.

***AMENDED* AGENDA – Item 6(c) agenda item title and recommended action language corrected**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a.** Update from Vincent Gallegos of Central Yavapai Metropolitan Planning Organization (CYMPO).
- 3. CALL TO THE PUBLIC – Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

4. 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 reports by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. 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. Consideration and possible action to approve the Cooperative Purchasing Agreement with San Tan Auto Partners, LLC, for the purchase of two Ford F250 Service vehicles in an amount not to exceed \$119,238.19.
- b. Consideration and possible action to approve the Council Subcommittee and Entity Appointments.
- c. Consideration and possible action to approve the January 10, 2023, regular meeting minutes.

6. 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. Public hearing, and consideration and possible action to recommend approval of an application from Agent Kelley Christina Cabral for a new Series 12 (Restaurant) liquor license for Gabby's Rustic Eats, located at 1667 S. State Route 89, Chino Valley.
- b. Public hearing, and consideration and possible action to approve a Final Plat for a 5-lot subdivision for property located at the south end of Camino del Sol, Chino Valley, Arizona, APN 306-18-039D.
- c. Public hearing, consideration and discussion on Ordinance 2023-931 to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1).

7. EXECUTIVE SESSION

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney regarding the possible acquisition of water rights.

8. ADJOURNMENT

Dated this 23rd day of January, 2023.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on Town of Chino Valley website and Facebook page.

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: _____

Erin N. Deskins, Town Clerk

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TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

ITEM TYPE: Consent

MEETING DATE:

January 24, 2023

CONTACT PERSON:

**Frank Marbury, Public
Works Director/Town
Engineer**

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement with San Tan Auto Partners, LLC, for the purchase of two Ford F250 Service vehicles in an amount not to exceed \$119,238.19.

SUMMARY:

The FY2023 budget included the purchase of a new four wheel drive $\frac{3}{4}$ ton service truck for the utilities division and a two wheel drive $\frac{3}{4}$ ton service truck for facilities. Although order banks for the 2023 trucks opened in November, the dealers were not taking new orders. The banks were filled with holdover orders from 2022. Staff recently learned of two 2022 F250 trucks that recently were delivered to San Tan Ford. These trucks fit the specifications required. The trucks are being purchased using State bid prices. Budget amount for the vehicles is \$130,000.00 in facilities and water utilities. The purchase prices for the vehicles are \$62,203.60 and \$57,034.59 for a total of \$119,238.19. See attached quotes and state contract reference.

PREVIOUS ACTION:

Approved \$65,000.00 each for purchases in FY2023 budget.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of two Ford F250 Service Trucks for the total purchase price of \$119,238.19.

FISCAL IMPACT?

Yes - \$65,000 was budgeted in 01-71-5411 and \$65,000 in 04-82-5412.

Attachments

1. San Tan Ford State Contract
 2. 2022 F250 4x4 price quote
 3. 2022 F350 4x2 price quote
-

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
D/B/A SAN TAN FORD**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of January 24, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and San Tan Auto Partners, LLC., an Arizona limited liability company d/b/a San Tan Ford (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. CTR059323, dated March 17, 2022, as amended by Amendment No. 1 (undated) (together, the “State Contract”), with the Vendor for the purchase of new vehicles. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such vehicles under the State Contract, at its discretion and with the agreement of the Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with two Ford F250 trucks, as more particularly set forth in Section 2 below (the “Vehicles”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicles.

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 Vendor 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 June 30, 2023, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. The Vendor shall provide the Vehicles to the Town under the terms and conditions of the State Contract and in the configuration set forth in the Purchase Order attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicles are subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement

and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed \$121,060.01 for the Vehicles at the unit rate set forth in the State Contract and as more particularly set forth in the Purchase Order.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicles and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document the Vehicles delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor's 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 evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Vendor 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 the Vendor pursuant to this Agreement. The Vendor 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 Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor 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). The Vendor's or its subcontractors' 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.

8. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 apply, 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.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

11. 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 the Vendor 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. The Vendor 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.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the State Contract, the Purchase Order, and the invoice, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under

this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

15. 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 the Vendor: San Tan Auto Partners, LLC, dba San Tan Ford
 1429 East Motorplex Loop
 Gilbert, Arizona 85297-0410
 Attn: Joe Sanchez

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 (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.

[SIGNATURES ON FOLLOWING PAGES]

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

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

SAN TAN AUTO PARTNERS, LLC,
an Arizona limited liability company d/b/a
SAN TAN FORD

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
D/B/A SAN TAN FORD

[State Contract]

See following pages.



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

San Tan Auto Partners DBA San Tan Ford
 Offeror (Company) Name
 1429 E Motorplex Loop
 Address
 Gilbert AZ 85297
 City State Zip
 joesanchez@santanford.com
 Email Address
 fleetsales@santanford.com
 Company Email Address


 Signature of Person Authorized to Sign Offer
 Joe Sanchez 1/18/2022
 Printed Name Date
 Government Fleet Account Manager
 Title
 480-621-3741
 Phone Number
 480-621-3796
 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059323 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

 3/10/2022
 Procurement Officer. Awarded Date

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners LLC	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

- 2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.
- 2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.
- 2.3 The following are the Three Categories covered in this Scope of Work:
 - **Category One: Phase One (1) Vehicle Purchases**
 - **Category Two: Phase Two (2) Vehicle Purchases**
 - **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

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- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

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- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

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not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

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applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this

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Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **State's Contractual Remedies**

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

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Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:**10.1 General:**

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

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shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

- a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
- b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
- d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- [illegible]

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2

Title VI/Non-Discrimination Assurances

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq.*).



EXHIBIT 3

ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:	Contact Name:	Alternate Contact Name:	
Contract Label/Description:	Contact Phone Number:	Alternate Contact Phone Number:	
Contractor:	Contact Email:	Alternate Contact Email:	
Contractor Address:			

[illegible]

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____
Title _____

EXHIBIT 5

PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements.		Master Agreement;
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		49 CFR §663.21
49 CFR 661.13 Grantee Responsibility		
(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services.		
a. Buy America. Domestic preference procurement requirements of:		49 CFR §663.13
(1) 49 U.S.C. § 5323(j), as amended by FAST Act, and		
(2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes—		
(a) A Buy America certification as described in §663.25 of this part;		49 CFR §663.23
(b) A purchaser's requirements certification as described in §663.27 of this part; and		
(c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	
	a) There is a letter from FTA which grants a waiver OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	49 CFR §663.25
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	49 CFR §663.27
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6 PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS

CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—		
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and		
Met? Y/N (3 REQ'D)	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/A mounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes— (a) A post-delivery Buy America certification as described in §663.35 of this part; §663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and §663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that— (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications. (c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part. §663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards. §663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Post-Award Requirements Certification 49 CFR §663.37		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Offer Response Form for New Vehicle Purchases Revision Two (2)

*Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. **Failure to respond may negatively impact the option to award.***

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- ☒ **Category One: Phase One (1) Vehicle Purchases**
- ☒ **Category Two: Phase Two (2) Vehicle Purchases**
- ☒ **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Ford Mustang	11%
Ford Mustang Mach-e	-1%
Ford EcoSport	8%
Ford Escape	9%
Ford Edge	13%
Ford Explorer	11%
Ford Expedition	13%
Ford Bronco Sport	10%
Ford Bronco	8%
Ford Maverick	6%
Ford Ranger	14%
Ford F150	11%
Ford F-Super Duty	12%

Offer Response Form for New Vehicle Purchases Revision Two (2)

Ford Transit Connect	11%
Ford Transit	9%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Ford Mustang	2%
Ford Mustang Mach-e	-5%
Ford EcoSport	3%
Ford Escape	3%
Ford Edge	4%
Ford Explorer	3%
Ford Expedition	4%
Ford Bronco Sport	3%
Ford Bronco	2%
Ford Maverick	3%
Ford Ranger	8%
Ford F150	1%
Ford F-Super Duty	8%
Ford Transit Connect	7%
Ford Transit	5%

Offer Response Form for New Vehicle Purchases
Revision Two (2)

Offer Response Form for New Vehicle Purchases Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee \$	County	Delivery Fee \$	County	Delivery Fee \$
☒ Apache	\$300	☒ Greenlee	\$300	☒ Pima	\$250
☒ Cochise	\$300	☒ La Paz	\$300	☒ Pinal	\$0
☒ Coconino	\$250	☒ Maricopa	\$0	☒ Santa Cruz	\$300
☒ Gila	\$0	☒ Mohave	\$350	☒ Yavapai	\$150
☒ Graham	\$250	☒ Navajo	\$250	☒ Yuma	\$300

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE ONE (1) Base Model Vehicle</u>	<u>Base Price for Phase One (1)</u>	<u>Additional Information</u>
75	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$22,746.00	
25	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$35,158.00	
50	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$27,723.00	

<u>Estimated Usage</u> <u>Quantity</u>	<u>PHASE TWO (2) Base Model</u> <u>Vehicle</u>	<u>Base Price for</u> <u>Phase TWO (2)</u>	<u>Additional Information</u>
25	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$25,415.00	
15	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$39,890.00	
25	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$31,702.00	

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, LLC,
D/B/A SAN TAN FORD

[Purchase Order]

See following pages.



PURCHASE ORDER
TOWN OF CHINO VALLEY
202 N. STATE ROUTE 89
CHINO VALLEY AZ 86323

928-636-2646

THIS ORDER
NUMBER
MUST APPEAR # 22230322
ON YOUR
INVOICE

ISSUED TO: 11673
SAN TAN FORD
1429 E. MOTORPLEX LOOP
GILBERT AZ 85297-0410

SHIP TO: FLEET, FACILITY AND ROADS

1910 VOSS DRIVE
CHINO VALLEY AZ 86323

480-621-3741

928-636-7140

PURCHASE ORDER DATE: 01/05/2023

FACILITY MAINTENANCE

REQ #	QUANTITY	DESCRIPTION	Unit Price	TOTAL	GLACCOUNT
16290	1.00	F250, 2WD, SUPER CAB, W/SERVICE BODY LADDER RACK	58,856.41	58,856.41	01-71-5411
<u>16290</u>	1.00	F250, 4X4, SUPER CAB, LONG BED, V8 W/SERVICE BODY, FULL LENGTH LADDER RACK	62,203.60	62,203.60	04-82-5412

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 to whom this purchase order is issued hereby offers to provide the goods and related services described above (including all quotes or other materials provided by the company or the Town and listed above, which are incorporated herein by reference), and upon written acceptance of the company's offer by the Town, the company will have entered into a binding agreement.

VENDOR _____ DATE _____
TITLE _____

☐ VENDOR SIGNATURE REQUIRED _____

Freight/Shipping _____

TOTAL 121,060.01

Department Head fmarbury

Finance Director & Date _____

Town Manager approval \$10,000.00 to \$50,000.00 & Date _____

Council approval Over \$50,000.00 & Date _____

Prepared for: Matt Green, Fleet Supervisor, Town of Chino Valley

Office: 928-636-2646 | Mobile: 928-499-5146

Email: mgreen@chinoaz.net

End User FIN Code: KA595

Ship to:

Matt Green, Town of Chino Valley

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

VIN: 1FD7X2A60NEF91169 | Price Level: 280 | Stock No: 223361



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 223361-1

Date: 12/29/2022



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-621-3200 | Fax: 480-988-1691

**Government Fleet Account Manager**

Joe Sanchez (480) 621-3741

joesanchez@santanford.com

Department Fax (480) 621-3796

Date: December 29, 2022Customer: Town of Chino ValleyLine Item/State Contract #: X2A / CTR059323 PHASE 2Vehicle Description: 2022 Ford F250 Super Cab 4X2 with 8' Service Bodywith 6.2L V8 Gas Engine**Base Bid Price** **\$40,470.00**Upgrade Options

1 Power Equipment Group	Included in Price
2 Pickup Box Delete	Included in Price
3 XL Décor Package	Included in Price
4 Spare Tire/Wheel	Included in Price
5 Trailer Brake Controller	Included in Price
6 Rear Stabilizer Bar w/ Aux Springs	Included in Price
7 Upfitter Switches	Included in Price
8 Running Boards	Included in Price
9 Rear View Camera & Prep Kit	Included in Price
10 8' Royal Top Opening Service Body	12,044.00
11 Window Tint	250.00
12 4 Keys with FOBS	Included in Price
13	
14	
15	
16	
17	
18	
19	
20	

\$12,294.00**Bid Price (with options)** **\$52,764.00**

Tire Tax	5.00
Sales Tax (7.80%)	4,115.59

Ford Extended Service PlanTransportation Fee **\$150.00**Total Delivered Price **\$57,034.59**

Notes:

Thank You,
Joe

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X2A	Base Vehicle Price (X2A)	\$42,980.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4) Spare may not be the same as road tire.	Included
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	Included
512	Spare Tire, Wheel, Carrier & Jack Required in RI. Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)**

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	
Other Options		
164WB	164" Wheelbase	STD
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$1,100.00
63R	Heavy-Service Package for Pickup Box Delete <i>Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs. Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i> <i>Includes:</i> - Rear Stabilizer Bar	\$125.00
66D	Pickup Box Delete <i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete <i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacturer) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i>	-\$625.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$300.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
872	Rear View Camera & Prep Kit	\$415.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror.</i>	
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6)	\$165.00
	Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).	
	<i>Located in overhead console.</i>	
	<i>Includes:</i>	
	<i>- 200 Amp Alternator</i>	
587	Radio: AM/FM Stereo w/MP3 Player	Included
	<i>Includes 4 speakers.</i>	
	<i>Includes:</i>	
	<i>- SYNC Communications & Entertainment System</i>	
	<i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	

Fleet Options

17F	XL Decor Group (LPO)	\$220.00
	Requires valid FIN code.	
	<i>Includes:</i>	
	<i>- Bright Chrome Hub Covers & Center Ornaments</i>	
	<i>- Chrome Front Bumper</i>	
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

Z1_01	Oxford White	N/C
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Prepared for: **Matt Green**
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
1S_02	Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$45,075.00
Destination Charge		\$1,795.00
TOTAL		\$46,870.00

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**2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)**

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$42,980.00
Options			\$2,095.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,795.00
Subtotal			\$46,870.00
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
Discount	San Tan Ford Vehicle Discount		-\$6,400.00
Tint	Window Tint		\$250.00
Body	8' Royal Service Body with Ladder Rack		\$12,044.00
Subtotal			\$52,764.00
<i>Sales Taxes</i>			
Code	Description		MSRP
City Sales Tax	Gilbert Sales Tax		\$791.46
State Tax	Arizona State Sales Tax		\$3,324.13
Subtotal			\$56,879.59
<i>Post-Tax Adjustments</i>			
Code	Description		MSRP
Tire Tax	Tire Tax		\$5.00
Transportation	Vehicle Transportation		\$150.00
Subtotal			\$57,034.59
Total			\$57,034.59

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Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date



Royal Truck Body

24200 S. Main Street

Carson, CA 90745

PH: (562) 633-9951 / FAX (866) 864-7511

Email: Billing@royaltruckbody.com

QUOTE

SOLD TO:

SANTAN FORD
1429 E .MOTORPLEX LOOP
GILBERT, AZ 85297

SHIP TO:

SANTAN FORD
CPU
Mesa, AZ 85210

CUSTOMER P.O.**SHIP VIA**
CPU**Vin****End User**

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
MESA POOL CAB CHASSIS SRW 56"CA MESA STOCK BODY						
40-VO-98	EACH	1.00	1.00	0.00		
40"H ROYAL BODY w/OPEN TOP LIDS				WHSE:	006	
ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION						
AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE						
PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT						
PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS						
BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED						
WHITE AND INSTALLED.						
Serial Number: A000084505			1.00			
R-1-98-15-REG	EACH	1.00	1.00	0.00		
REG TAPERED OVER CAB RACK W/SWINGAWAY REAR X-BAR - 98"				WHSE:	006	
H-4	EACH	1.00	1.00	0.00		
7 BLADE/ 4 PIN TRAILER CONNECTOR				WHSE:	006	
CAMF2	EACH	1.00	1.00	0.00		
CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360				WHSE:	006	
DEGREE CAMERA OPTION****						
***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW						
CAMERA PROVISIONS***						
MK98FSG	EACH	1.00	1.00	0.00		
FORD GAS MOUNTING KIT 98 SINGLE				WHSE:	006	

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

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2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs

Dimensions

- Conventional Capacity: 12,900 lbs.
- Fifth-wheel towing capacity: 12,900 lbs.
- Vehicle body length: 254"
- Vehicle body height: 79"
- Front track: 68"
- Vehicle turning radius: 28'
- * **Axle to end of frame: 48"**
- Frame yield strength (psi): 50000
- Front bumper to back of cab: 146"
- Rear brake diameter: 14.3"
- Max interior cargo volume: 32 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 19,500 lbs.
- Gooseneck towing capacity: 12,900 lbs.
- Vehicle body width: 80"
- Wheelbase: 164"
- Rear track: 67"
- Cab to axle: 56"
- Frame section modulus: 11 cu.in.
- Front bumper to front axle: 38"
- Front brake diameter: 14.3"
- Interior cargo volume with seats folded: 32 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- 6.2L V-8 variable valve control, engine with 385HP
- Injection Type: sequential MPI
- Horsepower: 385 HP@5750 RPM
- Radiator
- Rear-wheel drive
- All-speed ABS and driveline traction control
- Engine cylinders: V-8
- Spark ignition system
- Torque: 430 lb.-ft.@3800 RPM
- TorqShift-G 6-speed automatic
- Recommended fuel: regular unleaded

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Twin I-Beam independent front suspension
- Front coil springs
- Leaf spring rear suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill start assist
- Front anti-roll bar
- Rigid axle rear suspension
- * **Rear anti-roll bar**

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Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

- Hydraulic power-assist steering system
- 2-wheel steering system
- Re-circulating ball steering

Body Exterior

- 4 doors
- Monotone paint
- Black windshield trim
- * **Chrome front bumper**
- 2 front tow hooks
- Black door mirrors
- * **Convex spotter in driver and passenger side door mirrors**
- Reverse opening left rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- Clearcoat paint
- Black side window trim
- Black door handles
- * **Body-coloured front bumper rub strip**
- Black grille
- Manual extendable trailer mirrors
- * **Turn signal indicator in door mirrors**
- Reverse opening right rear passenger door
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- * **Power door locks with 2 stage unlocking**
- * **All-in-one remote fob and ignition key**
- FordPass Connect smart device engine start control
- * **Auto-dimming rear view mirror**
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- * **Driver and passenger door bins**
- Instrument panel covered bin
- * **Retained accessory power**
- Trip computer
- * **Keyfob activated front door locks**
- * **Power tailgate/rear door lock**
- Day/Night rearview mirror
- * **Power first-row windows**
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- * **Rear door bins**
- Dashboard storage
- PRND in IP
- * **Upfitter switches**

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints

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2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- * **Cloth front seat upholstery**

Entertainment Features

- 2 total number of 1st row displays
- AM/FM stereo radio
- SYNC external memory control
- Standard grade speakers
- SYNC voice activated audio controls
- Fixed audio antenna
- 4.2 inch primary LCD display
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 2.30
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- * **Remote activated perimeter approach lighting**
- Trip odometer
- Compass
- Vehicle systems monitor
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Illuminated entry**
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- 911 Assist emergency SOS system via mobile device
- AppLink smart device app link
- 1 USB port
- Bluetooth handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Seat mounted side impact driver airbag

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)**

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- * **Security system**
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- Cancellable front passenger air bag
- 6 airbags
- Front height adjustable seatbelts
- * **Remote panic alarm**
- MyKey restricted driving mode

Dimensions*General Weights*

* Curb weight	5,843 lbs.	* Rear curb weight	2,338 lbs.
GVWR	10,000 lbs.	Payload	3,870 lbs.

Trailing Weights

Fifth-wheel towing capacity	12,900 lbs.	Gooseneck towing capacity	12,900 lbs.
Conventional capacity	12,900 lbs.	GCWR	19,500 lbs.

Front Weights

* Front curb weight	3,505 lbs.	* GAWR front	4,850 lbs.
Axle capacity front	5,250 lbs.	* Spring rating front	4,850 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	6,200 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.7"	Loading floor height	35.6 "
Approach angle	17.6	Departure angle	19.3

Exterior Measurements

Vehicle body length	254"	Vehicle body width	80"
Vehicle body height	79"	Wheelbase	164"
Front brake diameter	14.3"	Rear brake diameter	14.3"
Front track	68"	Rear track	67"
Vehicle turning radius	28'	Cab to axle	56"
* Axle to end of frame	48"	Frame section modulus	11 cu.in.
Frame yield strength (psi)	50000	Front bumper to front axle	38"
Front bumper to back of cab	146"		

Interior Measurements

Max interior cargo volume	32 cu.ft.	Interior cargo volume with seats folded	32 cu.ft.
---------------------------------	-----------	---	-----------

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Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)*Interior Volume*

Total passenger volume 116.0 cu.ft.

Headroom

Headroom first-row 40.8"

Headroom second-row 40.3"

Legroom

Leg room first-row 43.9"

Leg room second-row 33.5"

Shoulder Room

Shoulder room first-row 66.7"

Shoulder room second-row 65.8"

Hip Room

Hip room first-row 62.5"

Hip room second-row 64.7"

Powertrain*Engine*

Engine 6.2L V-8 variable valve control, engine with 385HP

Valves per cylinder 2

Engine cylinders V-8

Injection type sequential MPI

Engine location Front mounted engine

Ignition Spark ignition system

Engine mounting direction Longitudinal mounted engine

Engine block material Iron engine block

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 6.2L

cc 379 cu.in.

Bore 4.02"

Stroke 3.74"

Compression ratio 9.8

SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 385 HP@5750 RPM

Torque 430 lb.-ft.@3800 RPM

Alternator

* Alternator amps 200A

* Alternator type Heavy-duty alternator

Battery

Battery amps 72Ah

Battery type Lead acid battery

Battery rating 650CCA

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Transmission

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Selected Equip & Specs (cont'd)

Transmission... TorqShift-G 6-speed automatic

Overdrive transmission... Overdrive transmission

First gear ratio 4.17

Third gear ratio 1.52

Fifth gear ratio 0.87

Reverse gear ratio 3.4

Selectable mode transmission... Selectable mode transmission

Transmission oil cooler... Transmission oil cooler

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 2.34

Fourth gear ratio 1.14

Sixth gear ratio 0.69

Stall ratio 2.01

Sequential shift control... SelectShift Sequential shift control

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Fuel tank capacity 34.00 gal.

Performance

Performance acceleration 6.91s

Performance quarter mile speed 93.4 mph

Slalom speed 50.9 mph

Performance quarter mile time 15.33s

Lateral acceleration (g) 0.64g

Drive Feature

Traction control... All-speed ABS and driveline traction control

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type... Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types... E85 additional fuel types

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Selected Equip & Specs (cont'd)**Suspension and Handling***Suspension*

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability*Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Twin I-Beam independent front suspension

*Front Spring** **HD front springs** **Heavy-duty front springs**

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

*Rear Suspension** **Anti-roll bar rear** **Rear anti-roll bar**

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

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Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance argent

Material steel

Front Tires

Aspect 75

Diameter 17"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 245mm

Front wheel - RPM 649

Rear Tires

Aspect 75

Diameter 17"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 245mm

Rear wheel - RPM 649

Body Exterior**Trailer**

Towing capability Trailer towing capability

Towing class Class V tow rating

Towing hitch Trailer hitch

*** Towing brake controller Trailer brake controller**

Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors

*** License plate front bracket Front license plate bracket****Body**

Body panels .. Aluminum body panels with side impact beams

Mirrors*** Turn signal in door mirrors Turn signal indicator in door mirrors***** Convex spotter Convex spotter in driver and passenger side door mirrors****Spare Tire**

Spare tire .. Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Tires

Front tires LT load rating E

Rear tires LT load rating E

Wheels

Dual rear wheels Dual rear wheels

*** Wheel covers Chrome hub wheel covers****Convenience**

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Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

Door Locks

- * Door locks **Power door locks with 2 stage unlocking**
- * All-in-one key **All-in-one remote fob and ignition key**

- * Keyfob door locks **Keyfob activated front door locks**
- * Tailgate control **Power tailgate/rear door lock**

Key Fob Controls

Fob remote engine controls **FordPass Connect smart device engine start control**

Rear View Mirror

- * Rearview mirror **Auto-dimming rear view mirror**

Day/Night rearview mirror **Day/Night rearview mirror**

Exterior Mirrors

- * Door mirrors **Power door mirrors**
- * Heated door mirrors **Heated driver and passenger side door mirrors**

Folding door mirrors **Manual folding door mirrors**

Front Side Windows

- * First-row windows **Power first-row windows**

Overhead Console

Overhead console **Full overhead console**

Overhead console storage **Overhead console storage**

Passenger Visor

Visor passenger mirror **Passenger visor mirror**

Power Outlets

12V power outlets **2 12V power outlets**

Rear Windshield

Rear windshield **Fixed rear windshield**

Storage

- * Door bins front **Driver and passenger door bins**
- Number of beverage holders **8 beverage holders**
- Beverage holders rear **Rear beverage holders**
- Illuminated glove box **Illuminated glove box**
- Dashboard storage **Dashboard storage**

- * Door bins rear **Rear door bins**
- Beverage holders **Front beverage holders**
- Glove box **Illuminated locking glove box**
- Instrument panel storage **Instrument panel covered bin**

Windows Feature

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Selected Equip & Specs (cont'd)

* One-touch up window Driver and passenger
one-touch up windows

* One-touch down window Driver and
passenger one-touch down windows

Windows Rear Side

* Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer
* Upfitter switches Upfitter switches

PRND in IP PRND in IP
* Accessory power Retained accessory power

Comfort*Climate Control*

Climate control Manual climate control
Rear under seat ducts Rear under seat climate
control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic
steering wheel
Steering wheel tilt Manual tilting steering wheel

Steering wheel material Urethane steering wheel

Seats and Trim*Seat Capacity*

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way
directional controls

Driver seat fore/aft control Manual driver seat
fore/aft control

Passenger seat direction Front passenger seat
with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining
passenger seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control

Front head restraints Height adjustable front
seat head restraints

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Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

Front head restraint control Manual front seat
head restraint control
Armrests front storage Front seat armrest
storage

Armrests front center .. Front seat center armrest
Reclining driver seatManual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 60-40 folding rear
seats
Rear seat folding position Fold-up rear seat
cushion
Rear head restraint control Manual rear seat
head restraint control

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Height adjustable rear seat
head restraints
Number of rear head restraints ... 3 rear seat head
restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

* **Front seat upholstery** **Cloth front seat
upholstery**

* **Front seatback upholstery** **Cloth front
seatback upholstery**

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter
material

Entertainment Features

LCD Displays

Number of first-row LCD displays2 total number of
1st row displays

LCD primary display size ... 4.2 inch primary LCD
display

Radio Features

External memory SYNC external memory
control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel
mounted audio controls
Wireless streaming Bluetooth wireless audio
streaming

Voice activated audio SYNC voice activated
audio controls

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Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

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**2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)**

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)**Lighting, Visibility and Instrumentation***Instrumentation*

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display

Systems monitor Vehicle systems monitor

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Oil pressure gauge Oil pressure gauge
Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 2.30

Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Headlight type Aero-composite headlights

Auto headlights Autolamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

* Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

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Selected Equip & Specs (cont'd)

Running lights Daytime running lights

High mount stop light High mounted center stop light

*** Perimeter approach lighting Remote activated perimeter approach lighting**

Interior courtesy lights Fade interior courtesy lights

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS 911 Assist emergency SOS system via mobile device

Smart device integration AppLink smart device app link

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Cancellable front passenger air bag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Number of airbags 6 airbags

Front side impact airbag driver Seat mounted side impact driver airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

*** Security system Security system**

*** Remote panic alarm Remote panic alarm**

Active Driving Assistance

Restricted driving mode MyKey restricted driving mode

Traction Control

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



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2022 F-250 4x2 SD Super Cab 8' box 164" WB SRW XL (X2A)

Price Level: 280 | Stock No: 223361 | VIN: 1FD7X2A60NEF91169 | Quote ID: 223361-1

Selected Equip & Specs (cont'd)

Electronic stability control AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-roll

Prepared for: Matt Green, Fleet Supervisor, Town of Chino Valley

Office: 928-636-2646 | Mobile: 928-499-5146

Email: mgreen@chinoaz.net

End User FIN Code: KA595

Ship to:

Matt Green, Town of Chino Valley

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

VIN: 1FD7X2B65NEG18556 | Price Level: 280 | Stock No: 223529



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 122922-2

Date: 12/29/2022



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-621-3200 | Fax: 480-988-1691



Government Fleet Account Manager

Joe Sanchez (480) 621-3741

joesanchez@santanford.com

Department Fax (480) 621-3796

Date: December 29, 2022

Customer: Town of Chino Valley

Line Item/State Contract #: X2B / CTR059323 PHASE 2

Vehicle Description: 2022 Ford F250 Super Cab 4X4 with 8' Service Body

with 6.2L V8 Gas Engine

Base Bid Price

\$45,265.00

Upgrade Options

1 Power Equipment Group	Included in Price
2 STX Appearance Package	Included in Price
3 Trailer Brake Controler	Included in Price
4 3.73 Elocking Rear Axle	Included in Price
5 Heavy-Service Package	Included in Price
6 Pickup Box Delete	Included in Price
7 Skid Plates	Included in Price
8 Platform Running Boards	Included in Price
9 Upfitter Switches	Included in Price
10 8' Royal Top Opening Service Body	12,044.00
11 Window Tint	250.00
12 4 Keys with FOBS	Included in Price
13	
14	
15	
16	
17	
18	
19	
20	

\$12,294.00

Bid Price (with options)

\$57,559.00

Tire Tax	5.00
Sales Tax (7.80%)	4,489.60

Ford Extended Service Plan

Transportation Fee

\$150.00

Total Delivered Price

\$62,203.60

Notes:

Thank You,
Joe

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$45,780.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S <i>Spare may not be the same as road tire.</i>	Included
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i>	Included
512	Spare Tire, Wheel, Carrier & Jack Required in RI. Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$100.00

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Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
164WB	164" Wheelbase	STD
17S	STX Appearance Package <i>Includes STX fender vent badge.</i> <i>Includes:</i> - Bright Chrome Grille - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control - Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> - Tires: LT275/65R18E BSW A/S <i>Spare may not be the same as road tire.</i>	\$2,010.00
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$1,100.00
63R	Heavy-Service Package for Pickup Box Delete <i>Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs. Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i> <i>Includes:</i> - Rear Stabilizer Bar	\$125.00
66D	Pickup Box Delete <i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete <i>The selection of 66D Pickup Box Delete adjusts the curb weight, but does not modify the payload. For payload information, contact your upfitter (final stage manufacture) or review the Body Builder Advisory Service (BBAS) website (www.fordbbas.com).</i>	-\$625.00

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**2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$300.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror.</i>	\$415.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i> <i>Includes:</i> <i>- 200 Amp Alternator</i>	\$165.00
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC Communications & Entertainment System</i> <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	Included
19Z	4G LTE Wi-Fi Hotspot Removal	-\$20.00
76D	Advanced Security Pack Inclination Sensor Removal <i>Intrusion sensor removal. Includes SecuriLock Passive Anti-Theft System (PATS).</i>	-\$50.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C
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12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
1S_02	Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$50,570.00
Destination Charge		\$1,795.00
TOTAL		\$52,365.00

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12/29/2022

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)**

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$45,780.00
Options			\$4,790.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,795.00
Subtotal			\$52,365.00
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
Discount	San Tan Ford Vehicle Discount		-\$7,100.00
Tint	Window Tint		\$250.00
Body	Body		\$12,044.00
Subtotal			\$57,559.00
<i>Sales Taxes</i>			
Code	Description		MSRP
City Sales Tax	Gilbert Sales Tax		\$863.39
State Tax	Arizona State Sales Tax		\$3,626.22
Subtotal			\$62,048.61
<i>Post-Tax Adjustments</i>			
Code	Description		MSRP
Tire Tax	Tire Tax		\$5.00
Transportation	Vehicle Transportation		\$150.00
Subtotal			\$62,203.61
Total			\$62,203.61

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2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date



Royal Truck Body

24200 S. Main Street

Carson, CA 90745

PH: (562) 633-9951 / FAX (866) 864-7511

Email: Billing@royaltruckbody.com

QUOTE

SOLD TO:

SANTAN FORD
1429 E .MOTORPLEX LOOP
GILBERT, AZ 85297

SHIP TO:

SANTAN FORD
CPU
Mesa, AZ 85210

CUSTOMER P.O.**SHIP VIA**
CPU**Vin****End User**

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
MESA POOL CAB CHASSIS SRW 56"CA MESA STOCK BODY						
40-VO-98	EACH	1.00	1.00	0.00		
40"H ROYAL BODY w/OPEN TOP LIDS				WHSE:	006	
ROYAL'S SECURITY HARDWARE, ONE-KEY SOLUTION						
AUTOMOTIVE LOCK PKG, ALUMINUM LID COVERS, APPEARANCE						
PACKAGE, 8" RECESSED ROYAL BUMPER, LED LEGAL LIGHT						
PKG.REMOVABLE STORAGE BINS IN OPEN TOP COMPARTMENTS						
BOTH SIDES, 4 TIE DOWNS IN BED AREA.WEIGHT CERT. PAINTED						
WHITE AND INSTALLED.						
Serial Number: A000084505			1.00			
R-1-98-15-REG	EACH	1.00	1.00	0.00		
REG TAPERED OVER CAB RACK W/SWINGAWAY REAR X-BAR - 98"				WHSE:	006	
H-4	EACH	1.00	1.00	0.00		
7 BLADE/ 4 PIN TRAILER CONNECTOR				WHSE:	006	
CAMF2	EACH	1.00	1.00	0.00		
CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360				WHSE:	006	
DEGREE CAMERA OPTION****						
***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW						
CAMERA PROVISIONS***						
MK98FSG	EACH	1.00	1.00	0.00		
FORD GAS MOUNTING KIT 98 SINGLE				WHSE:	006	

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

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12/29/2022



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2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Selected Equip & Specs

Dimensions

- Conventional Capacity: 12,500 lbs.
- Fifth-wheel towing capacity: 12,500 lbs.
- Vehicle body length: 254"
- Vehicle body height: 81"
- Front track: 68"
- Vehicle turning radius: 27'
- * **Axle to end of frame: 48"**
- Frame yield strength (psi): 50000
- Front bumper to back of cab: 146"
- Rear brake diameter: 14.3"
- Max interior cargo volume: 32 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 19,500 lbs.
- Gooseneck towing capacity: 12,500 lbs.
- Vehicle body width: 80"
- Wheelbase: 164"
- Rear track: 67"
- Cab to axle: 56"
- Frame section modulus: 11 cu.in.
- Front bumper to front axle: 38"
- Front brake diameter: 14.3"
- Interior cargo volume with seats folded: 32 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- 6.2L V-8 variable valve control, engine with 385HP
- Injection Type: sequential MPI
- Horsepower: 385 HP@5750 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Auto locking hub control
- * **Driver selectable rear locking differential**
- Engine cylinders: V-8
- Spark ignition system
- Torque: 430 lb.-ft.@3800 RPM
- TorqShift-G 6-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill start assist
- Front anti-roll bar

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



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2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Selected Equip & Specs (cont'd)

- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Rigid axle rear suspension
- * **Rear anti-roll bar**
- Re-circulating ball steering

Body Exterior

- * **Running boards**
- Clearcoat paint
- * **Exterior badging**
- Black windshield trim
- * **Chrome front bumper**
- 2 front tow hooks
- Black door mirrors
- * **Convex spotter in driver and passenger side door mirrors**
- Reverse opening left rear passenger door
- * **LT275/65RS18 AS BSW front and rear tires**
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- * **Body-coloured front bumper rub strip**
- * **Black grille with chrome surround**
- Manual extendable trailer mirrors
- * **Turn signal indicator in door mirrors**
- Reverse opening right rear passenger door
- * **18 x 8-inch front and rear silver aluminum wheels**

Convenience

- * **Power door locks with 2 stage unlocking**
- * **All-in-one remote fob and ignition key**
- * **Cruise control with steering wheel mounted controls**
- Day/Night rearview mirror
- * **Power first-row windows**
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- * **Rear door bins**
- Dashboard storage
- PRND in IP
- * **Upfitter switches**
- * **Keyfob activated front door locks**
- * **Power tailgate/rear door lock**
- FordPass Connect smart device engine start control
- * **Auto-dimming rear view mirror**
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- * **Driver and passenger door bins**
- Instrument panel covered bin
- * **Retained accessory power**
- Trip computer

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel

- Urethane steering wheel

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- * **Cloth front seat upholstery**

Entertainment Features

- 2 total number of 1st row displays
- AM/FM stereo radio
- SYNC external memory control
- Standard grade speakers
- SYNC voice activated audio controls
- Fixed audio antenna
- 4.2 inch primary LCD display
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 2.30
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- * **Remote activated perimeter approach lighting**
- Trip odometer
- Compass
- Vehicle systems monitor
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- * **Illuminated entry**
- Daytime running lights
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- 911 Assist emergency SOS system via mobile device
- AppLink smart device app link
- Bluetooth handsfree wireless device connectivity
- * **Selective service internet access**

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

Price Level: 280 | Stock No: 223529 | VIN: 1FD7X2B65NEG18556 | Quote ID: 122922-2

Selected Equip & Specs (cont'd)

- 1 USB port

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- MyKey restricted driving mode
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- Front height adjustable seatbelts
- * **Remote panic alarm**
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Dimensions*General Weights*

* Curb weight	6,361 lbs.	* Rear curb weight	2,448 lbs.
GVWR	10,000 lbs.	Payload	3,460 lbs.

Trailing Weights

Fifth-wheel towing capacity	12,500 lbs.	Gooseneck towing capacity	12,500 lbs.
Conventional capacity	12,500 lbs.	GCWR	19,500 lbs.

Front Weights

* Front curb weight	3,914 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	6,000 lbs.	* Spring rating front	6,000 lbs.
* Tire/wheel capacity front	6,830 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	6,200 lbs.
Spring rating rear	6,340 lbs.	* Tire/wheel capacity rear	6,830 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	37.0 "
Approach angle	17.8	Departure angle	21.0

Exterior Measurements

Vehicle body length	254"	Vehicle body width	80"
Vehicle body height	81"	Wheelbase	164"
Front brake diameter	14.3"	Rear brake diameter	14.3"
Front track	68"	Rear track	67"
Vehicle turning radius	27'	Cab to axle	56"
* Axle to end of frame	48"	Frame section modulus	11 cu.in.
Frame yield strength (psi)	50000	Front bumper to front axle	38"
Front bumper to back of cab	146"		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022

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Selected Equip & Specs (cont'd)*Interior Measurements*

Max interior cargo volume 32 cu.ft.

Interior cargo volume with seats folded 32 cu.ft.

Interior Volume

Total passenger volume 116.0 cu.ft.

Headroom

Headroom first-row 40.8"

Headroom second-row 40.3"

Legroom

Leg room first-row 43.9"

Leg room second-row 33.5"

Shoulder Room

Shoulder room first-row 66.7"

Shoulder room second-row 65.8"

Hip Room

Hip room first-row 62.5"

Hip room second-row 64.7"

Powertrain*Engine*

Engine 6.2L V-8 variable valve control, engine with 385HP

Engine cylinders V-8

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 2

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Iron engine block

Engine Specs

Displacement 6.2L

Bore 4.02"

Compression ratio 9.8

cc 379 cu.in.

Stroke 3.74"

SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 385 HP@5750 RPM

Torque 430 lb.-ft.@3800 RPM

Alternator

* Alternator amps 200A

* Alternator type Heavy-duty alternator

Battery

Battery amps 72Ah

Battery rating 650CCA

Battery type Lead acid battery

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

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Selected Equip & Specs (cont'd)**Transmission**

Transmission... TorqShift-G 6-speed automatic

Overdrive transmission... Overdrive transmission

First gear ratio 4.17

Third gear ratio 1.52

Fifth gear ratio 0.87

Reverse gear ratio 3.4

Selectable mode transmission... Selectable mode transmission

Transmission oil cooler... Transmission oil cooler

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 2.34

Fourth gear ratio 1.14

Sixth gear ratio 0.69

Stall ratio 2.01

Sequential shift control... SelectShift Sequential shift control

Drive Type

4WD type Part-time 4WD

Drive type Four-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Fuel tank capacity 34.00 gal.

Performance

Performance acceleration 6.77s

Performance quarter mile speed 90.9 mph

Slalom speed 50.3 mph

Performance quarter mile time 15.20s

Lateral acceleration (g) 0.63g

Drive Feature

Traction control... All-speed ABS and driveline traction control

Transfer case Electronic transfer case shift

Locking hub control... Auto locking hub control

Rear locking differential Driver selectable rear locking differential*Fuel Economy and Emissions****Fuel Economy**

Secondary fuel type... Gasoline secondary fuel type

Emissions

Emissions Federal emissions

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Selected Equip & Specs (cont'd)

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist

Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

* HD front springs Heavy-duty front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

* Anti-roll bar rear Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

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Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

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Selected Equip & Specs (cont'd)

* Front wheels diameter	18"	* Front wheels width	8"
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Rear Wheels

* Rear wheels diameter	18"	* Rear wheels width	8"
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Front And Rear Wheels

* Appearance	silver	* Material	aluminum
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Front Tires

* Aspect	65	* Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
* Width	275mm	* Front wheel - RPM	652

Rear Tires

* Aspect	65	* Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
* Width	275mm	* Rear wheel - RPM	652

Body Exterior*Trailer*

Towing capability	Trailer towing capability	Towing class	Class V tow rating
Towing hitch	Trailer hitch	* Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* Running boards	Running boards
* Skid plate	2 underbody skid plates		

Body

Body panels ..	Aluminum body panels with side impact beams
----------------	---

Mirrors

* Turn signal in door mirrors	Turn signal indicator in door mirrors	* Convex spotter	Convex spotter in driver and passenger side door mirrors
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Spare Tire

Spare tire ..	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
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Tires

Front tires LT load rating	E	Rear tires LT load rating	E
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2022 F-250 4x4 SD Super Cab 8' box 164" WB SRW XL (X2B)

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Selected Equip & Specs (cont'd)

Wheels

Dual rear wheels Dual rear wheels * Wheel covers Chrome hub wheel covers

Convenience

Door Locks

* Door locks Power door locks with 2 stage unlocking
* All-in-one key All-in-one remote fob and ignition key
* Keyfob door locks Keyfob activated front door locks
* Tailgate control Power tailgate/rear door lock

Cruise Control

* Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote engine controls FordPass Connect smart device engine start control

Rear View Mirror

* Rearview mirror Auto-dimming rear view mirror
Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

* Door mirrors Power door mirrors
* Heated door mirrors Heated driver and passenger side door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

* First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

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Selected Equip & Specs (cont'd)*** Door bins front ... Driver and passenger door bins**

Number of beverage holders ... 8 beverage holders
 Beverage holders rear ... Rear beverage holders
 Illuminated glove box ... Illuminated glove box

Dashboard storage ... Dashboard storage

Windows Feature*** One-touch up window ... Driver and passenger one-touch up windows****Windows Rear Side***** Second-row windows ... Power second-row windows****Miscellaneous**

Trip computer ... Trip computer
*** Upfitter switches ... Upfitter switches**

*** Door bins rear ... Rear door bins**

Beverage holders ... Front beverage holders
 Glove box ... Illuminated locking glove box
 Instrument panel storage ... Instrument panel covered bin

*** One-touch down window ... Driver and passenger one-touch down windows**

PRND in IP ... PRND in IP
*** Accessory power ... Retained accessory power**

Comfort**Climate Control**

Climate control ... Manual climate control
 Rear under seat ducts ... Rear under seat climate control ducts

Cabin air filter ... Cabin air filter

Headliner

Headliner material ... Cloth headliner material

Headliner coverage ... Full headliner coverage

Floor Trim

Floor covering ... Full vinyl floor covering

Floor coverage ... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ... Vinyl rear seat upholstery

Rear seatback upholstery ... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ... Manual telescopic steering wheel
 Steering wheel tilt ... Manual tilting steering wheel

Steering wheel material Urethane steering wheel

Seats and Trim**Seat Capacity**

Seating capacity ... 6

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Selected Equip & Specs (cont'd)*Front Seats*

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction ... Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center ... Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

* Front seat upholstery Cloth front seat upholstery

* Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features*LCD Displays*

Number of first-row LCD displays 2 total number of 1st row displays

LCD primary display size ... 4.2 inch primary LCD display

Radio Features

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Selected Equip & Specs (cont'd)

External memory control SYNC external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC voice activated audio controls

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display

Systems monitor Vehicle systems monitor

Clock In-radio display clock

Compass Compass

Instrumentation GaugesTachometer Tachometer
Transmission temperature gauge Transmission fluid temperature gaugeOil pressure gauge Oil pressure gauge
Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 2.30

Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

HeadlightsHeadlights Halogen headlights
Auto headlights Autolamp auto on/off headlight controlHeadlight type Aero-composite headlights
Multiple headlights Multiple enclosed headlights

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Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



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Selected Equip & Specs (cont'd)

Delay off headlights Delay-off headlights

DRL preference setting ... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

* **Illuminated entry** **Illuminated entry**

Variable panel light ... Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light. High mounted center stop light

Pickup box cargo light Pickup box cargo light

* **Perimeter approach lighting Remote activated perimeter approach lighting**

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity
Emergency SOS 911 Assist emergency SOS system via mobile device

Smart device integration ... AppLink smart device app link

Internet Access

* **Internet access** **Selective service internet access**

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger ... Cancellable front passenger air bag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

12/29/2022



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Selected Equip & Specs (cont'd)

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

*** Remote panic alarm Remote panic alarm**

Active Driving Assistance

Restricted driving mode. MyKey restricted driving
mode

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-roll



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

ITEM TYPE: Consent

MEETING DATE:

January 24, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to approve the Council Subcommittee and Entity Appointments.

SUMMARY:

After review of the vacancies to Council Subcommittee's and Entity Appointments at the Study Session held on January 10, 2023, the attached documents reflect Council's suggestions.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Approve the Council Subcommittee and Entity Appointments.

FISCAL IMPACT?

No

Attachments

1) Council Subcommittee
Roster 2) Entity
Appointment Roster

COUNCIL SUBCOMMITTEES
as of January 24, 2023

Subcommittee	Members	Staff Liaison/Participant(s)
Appointments	Jack Miller Eric Granillo Annie Perkins	Town Clerk (Liaison)
Economic Development	Annie Perkins (Chair) Eric Granillo Tom Armstrong	Economic Devt. Proj. Mgr. (Liaison) Town Manager Chamber CEO
Roads & Streets Committee	Bob Schacherer Tom Armstrong	Town Engineer (Liaison)
Water & Utilities	Sherri Phillips John McCafferty Eric Granillo	Town Engineer (Liaison) Town Manager

	ENTITY	REP	APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
a)	Upper Verde River Watershed Protection Coalition (UVRWPC)	Councilmember John McCafferty	12/11/2018	Councilmember Tom Armstrong	9/28/2021	Position typically filled by elected official.
b)	UVRWPC Technical Advisory Committee (TAC)	Mark Holmes	12/11/2018	Assistant Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
c)	Northern Arizona Municipal Water User's Association (NAMWUA)	Mayor Jack Miller	1/10/2017	Councilmember John McCafferty	9/28/2021	Position typically filled by elected official.
d)	NAMWUA Technical Advisory Committee (TAC)	Consultant Mark Holmes	9/1/2018	Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
e)	Central Yavapai Metropolitan Planning Organization (CYMPO)	Councilmember Tom Armstrong	1/26/2021	Councilmember Bob Schacherer	9/28/2021	Position typically filled by elected official.
f)	CYMPO Technical Advisory Committee (TAC)	Town Engineer	6/28/2011	Assistant Town Engineer	12/11/2018	Position typically filled by staff members and/or technical community members
g)	Northern Arizona Council of Governments (NACOG) Regional Council	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	9/28/2021	Position typically filled by elected official.
h)	Greater Arizona Mayors Association (GAMA)	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	9/28/2021	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
i)	League Resolutions Committee	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	9/28/2021	Position typically filled by mayor; alternate typically filled by Vice-Mayor.
j)	Yavapai Regional Medical Center (YRMC) Council of Electors	Mayor Jack Miller	1/26/2021	Vice-Mayor Eric Granillo	1/26/2021	Position typically filled by elected official.
k)	Chamber of Commerce	Vice-Mayor Eric Granillo	6/27/2017	Councilmember Sherry Phillips	1/26/2021	The Chamber typically elects a representative from the Council with Council ratifying the action.

l)	Arizona Municipal Risk Retention Pool (AMRRP)	Town Manager Cindy Blackmore	2/1/2021	HR Director Laura Kyriakakis	1/10/2017	Appointee may be elected official or staff member, who may participate in nominations for this board.
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	ENTITY	REP	APPOINTED DATE	ALT	APPOINTED DATE	CURRENT STATUS
m)	Yavapai Combined Trust (YCT)	HR Director, Laura Kyriakakis	3/27/2012	HR Analyst Tiffany Resendez	3/13/2018	Positions typically filled by staff members.
n)	Liaison to Chino Valley Fire District (CVFD) Board	Mayor Jack Miller	10/13/2015	Councilmember Annie Perkins	1/26/2021	First-time position in 2013.
o)	Prescott Regional Airport Master Plan Committee-Planning Advisory Committee (MPAC)	Councilmember Annie Perkins	1/26/2021	Councilmember Bob Schacherer	1/26/2021	Committee was established in October 2016.
p)	Yavapai County Unified Emergency Management Advisory Committee	Police Chief Chuck Wynn	12/11/2018	Police Lt. Randy Chapman	12/11/2018	Position may be filled by elected official or staff member (as of 9/6/18, MOU is not approved)

Rev. 1-10-23

DESCRIPTION OF ENTITIES	
a)	UVRWPC consists of representatives from Prescott, Prescott Valley, Chino Valley, Yavapai County, and the Yavapai Prescott Indian Tribe; and one of its actions has been to appoint a Safe Yield Workgroup to develop a plan for the Prescott Active Management Area to reach safe yield by 2025.
b)	Technical Advisory Committee under UVRWPC .
c)	NAMWUA was formed to give Northern Arizona entities a stronger voice with state and federal governments with regard to water allocation matters.
d)	Technical Advisory Committee under NAMWUA .
e)	CYMPO is a partnership of Chino Valley, Prescott, Prescott Valley, Yavapai County, and the Arizona Department of Transportation that was established in June 2003 by federal mandate when the region achieved a population of 50,000. Its purpose is to cooperatively plan the transportation future of the Central Yavapai region that fell within the 401.46 square miles of the MPO Planning boundary. The member agencies of CYMPO are represented on the Executive Board by elected officials. The positions of Chair, Chair emeritus, Vice-Chair, and Secretary-Treasurer are rotated between Chino Valley, Prescott, Prescott Valley and Yavapai County on a yearly basis.
f)	Technical Advisory Committee under CYMPO .
g)	NACOG is a nonprofit membership corporation representing local governments to provide a wide variety of services within the four Arizona counties of Apache, Coconino, Navajo, and Yavapai. It is governed by a Regional Council comprised of public and private sector officials that are appointed or elected by their respective governments, who work together to address similar issues faced by the cities, towns, and counties in the NACOG region. It also assists local governments and other local groups to take advantage of common economic and other resource opportunities.
h)	GAMA was established to provide mayors from communities in northwest and north-central Arizona a forum to discuss and organize on common interests unique in rural Arizona regarding matters being heard before the state and federal levels of government.
i)	The League Resolutions Committee meets at the Annual Conference to discuss the proposed policies for the next legislative session. Their actions are ratified at the League's Annual Business Meeting and became the League's Policy Statement for the next legislative session.
j)	YRMC Council of Electors nominates candidates for the hospital administrative governing board. In 2000, they requested that local entities, including Chino Valley, appoint an elected official to serve on this council. Joel Baker served on it from 2000 until June 2011.
k)	Chino Valley Area Chamber of Commerce exists to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley. It routinely appoints a councilmember to its board.
DESCRIPTION OF ENTITIES	
l)	AMRRP , a not-for-profit corporation, is owned and operated by its Members in a cooperative effort to provide protection from losses to Members' resources and claims due to the services provided by municipal government. The Town purchases its casualty and property insurance through this entity.

m)	YCT is the entity through whom the Town contracts with for medical insurance for its employees.
n)	CVFD is the local fire district, a special taxing district (not part of the Town government).
o)	The MPAC supports the Prescott Municipal Airport and provides local insight and acts as a link between their respective citizens and the planning team.
p)	The YCUEMAC provides Yavapai County citizens with information associated with emergency management, to minimize losses from disasters and enhance and protect the citizens' quality of life; and advise the Yavapai County Office of Emergency Management.

Rev. 8-26-21

ENTITY	CONTACT	PHONE	EMAIL
Yavapai County Water Advisory Committee (WAC)			
WAC Technical Advisory Committee (TAC)			
Upper Verde River Watershed Protection Coalition (UVRWPC)			
UPRWPC Technical Advisory Committee (TAC)			
Northern Arizona Municipal Water User's Association (NAMWUA)			
NAMWUA Technical Advisory Committee (TAC)			
Central Yavapai Metropolitan Planning Organization (CYMPO)			
CYMPO Technical Advisory Committee (TAC)			
Northern Arizona Council of Governments (NACOG) Regional Council			
NACOG Economic Development Committee			
Greater Arizona Mayors Association (GAMA)			
League Resolutions Committee			
Yavapai Regional Medical Center (YRMC) Council of Electors	Jackie Kendig (replaced Kathy White)	771-5768	
Chamber of Commerce			
Arizona Municipal Risk Retention Pool (AMRRP)			
Yavapai Gala Centennial Committee			
Central Arizona Partnership (CAP) Regional Economic Development (RED) Team			



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

c

ITEM TYPE: Consent

MEETING DATE:

January 24, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 10, 2023, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the January 10, 2023, regular meeting minutes.

FISCAL IMPACT?

No

Attachments

1. 01/10/2023 SS and RG Draft Meeting Minutes
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DRAFT

MINUTES OF THE STUDY SESSION AND REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, JANUARY 10, 2023
5:00 P.M.**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Present: Mayor Jack Miller; Vice-Mayor Eric Granillo; Councilmember Tom Armstrong; Councilmember Annie Perkins; Councilmember John McCafferty; Councilmember Sherri Phillips (arrived at 5:07 p.m.); Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Development Services Director Laurie Lineberry; Human Resources Director Laura Kyriakakis; Public Works Director/Town Engineer Frank Marbury; Senior Planner Will Dingee; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

**STUDY SESSION
TUESDAY, JANUARY 10, 2023
5:00 P.M.**

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

1) CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:05 p.m.

2) Discussion regarding the Parks and Recreation Advisory Board bylaws. (Cyndi Thomas, Community Services Director)

Community Services Director Cyndi Thomas presented the following:

- The proposed Parks and Recreation Advisory Board (PRAB) bylaws would replace the current bylaws.
- The Parks and Recreation Committee (PRC) was created by the Council in 2004 to advise staff on programming and facilities, and the current bylaws were created in 2008, but had been amended over the years. The last change in 2018 increased the Committee

board from seven to nine members.

- The bylaws had been under review since 2019, with the help of Committee Member Donna Armstrong.
- Staff had relied heavily on the Advisory Board during the recession to help keep a recreational presence in the Town. Since 2017, the Recreation Department had a full staff and was running well, and still needed an advisory board that was restructured to meet the current needs of the Town, Department, and the community.
- The restructured PRAB would help determine Department needs, strategic planning, and future facility and staffing needs.
- Areas of change included:
 - Obtaining information from the public. The Board did currently get information from community members, but this would make input methods more public, through such things as surveys, town hall meetings, etc.
 - Implement short-term and long-term strategic planning.
 - Instead of holding monthly meetings, PRAB would hold no less than two meetings per year. This would allow the PRAB to meet as many times as necessary per year.
 - The only officer positions would be Chair and Vice Chair.
 - PRAB would only have five members instead of the nine members held currently.

Council and staff discussed the following:

- The requirement of no less than two meetings per year allowed for as many meetings as needed, but also required PRAB to meet no less than two times annually. Some committees that were to have monthly meetings often went years without meeting. One of the proposed PRAB annual meetings would be a public forum to determine the community's recreational wishes and needs. The second meeting would cover how to implement those suggestions. This could generate more meetings.
- The requirement of two members living within the boundaries of the Town, and up to three members living outside the Town boundaries but served by the Town's recreational facilities, was kept from the original bylaws. Council requested that the majority of the Committee members live within the Town boundaries.
- There was a request to hear from PRAB directly once per year through a Board report for the year. Staff thought it could be accomplished, but had the members work through staff due to the continued changes of committee and board members.
- The annual report to Council did not have a specific date because staff thought that they should come before Council as frequently as the Board thought was necessary.
- It was possible for PRAB to pursue funding to send out community surveys. All funding requests would go through staff, so the proper procedures were followed.
- PRAB would provide input on needed recreational facilities, but they would not be involved in determining locations. Any PRAB recommendations for facilities would be based on community input.
- Town Manager Blackmore thought that staff should always be in charge of reports that came before Council, but the Chair would be in attendance.
- PRAB had previously planned, organized, coordinated, and sponsored events, but that had not been in their bylaws, which specifically stated that they were to be the advisors of Parks and Recreation. Staff thought the Board needed to get back to basics and allow staff to do their jobs.

- 3) Review and discussion regarding rosters for Council subcommittees and entity appointments. (Erin Deskins, Town Clerk)

Mayor Miller reminded committee chairs that they needed to provide a Council report during the updates portion of Council meetings, after committee meetings.

Town Clerk, Erin Deskins, and Town Manager, Cindy Blackmore, presented the following:

- Council rosters and subcommittees were updated after each new election.
- The rosters would be discussed, and members could request changes and updates. The proposed changes would be brought back to the next Council meeting for approval.
- Staff thought utilizing some subcommittees may no longer be the most effective way of operating. Staff wanted to bring it to Council for discussion. Examples of those subcommittees included:
 - *Finance Subcommittee* – It had not met since October 2021. The original purpose was to review financial matters coming before the Council. Staff thought it was more effective to provide information to the Council, as a whole, at a work session.
 - *Public Safety Committee* – They last met in August of 2019. Their purpose was to review public safety matters not under the purview of Roads and Streets. Staff thought it better to provide information to the whole Council.
 - *Economic Development* – They had met more frequently and had last met in August 2022. Their purpose was to help the Town create a sustainable economy. Their meetings were more informational in nature, but staff wanted the whole Council to hear the information.
 - *UDO* – This was an ad hoc committee and had been discussed previously. They reviewed issues and concerns and made recommendations. These duties had already been given and were a power of the Planning and Zoning Commission.
- Staff wanted Council discussion and direction on how to handle these subcommittees.

Council and staff discussed the following:

- Some members liked having the Chairs of the subcommittees provide the Council with updates, so that everyone was kept up to date.
- Some members thought the Finance Subcommittee could be abolished because the Council already had detailed discussions about finances.
- Members discussed abolishing all the subcommittees, but some members thought the Economic Development subcommittee was important.
- The subcommittee meetings were cancelled because there were no pending issues to discuss.
- A member thought that if a subcommittee was scheduled to have a meeting, the meetings should be held, and that it was wrong to not have a meeting for years. Members and staff explained that was the purpose of their discussion.
- Staff explained that it was a lot of work to have meetings with no subject, including minutes, packets, notices, etc.
- Members discussed that some subcommittees went into a lot of detail. The smaller group allowed for more technical discussions. This allowed the subcommittee to narrow down the Council discussions.
- Members discussed that any remaining subcommittees should meet on a regular basis, without long delays between meetings.
- During discussions, members were split on which subcommittees should be kept and those that should be abolished.
- All agreed to have staff bring to the next Council meeting an agenda item that would eliminate the Finance, Public Safety, and UDO, and retain the Economic Development Subcommittee, and Appointments Subcommittee.

Mayor Miller presented the following:

Subcommittee Appointments

- *Appointment Subcommittee* – There was one vacancy. The Mayor had recommended Councilmember Perkins. Members agreed to the recommendations.
- *Economic Development* – The current members were Councilmembers Perkins, Armstrong, and Vice-Mayor Granillo. No changes were made.
- *Roads and Streets* – It required only two members instead of three. Councilmember Armstrong was the only current member. Mayor Miller explained that Councilmember Schacherer wanted to serve on the committee with Councilmember Phillips as an alternate.
- *Water and Utilities* – The current members were Councilmember McCafferty and Vice-Mayor Granillo. Mayor Miller recommended Councilmember Phillips.

Entity Appointments

- *Upper Verde River Watershed Protection Coalition (UVRWPC)*– The current representative was vacant, and the alternate was Councilmember Armstrong. Mayor Miller recommended himself as the representative, with Councilmember McCafferty as the alternate.
- *UVRWPC TAC* – The current representative was the Assistant Town Engineer and the Town Engineer as the alternate. Staff suggested changing the representative to the Water Advisor, with the alternate as the Assistant Town Engineer.
- *NAMWA* – The current representative was Mayor Miller with an alternate of Councilmember McCafferty. There was a recommendation of no change.
- *CYMPO* – Councilmember Armstrong was the current representative and Councilmember McCafferty was the alternate. Councilmember Schacherer would become the new alternate.
- *NACOG* – The current representative was Mayor Miller, and the alternate was Vice-Mayor Granillo. There was a recommendation of no change.
- *GAMA* – The current representative was Mayor Miller, and the alternate was Councilmember Perkins. The recommendation for the new alternate was Vice-Mayor Granillo.
- *YRMC* – The current representative was Mayor Miller, and the alternate was Councilmember Perkins. The recommendation for the new alternate was Vice-Mayor Granillo.
- *Chamber of Commerce* – The representative was vacant, and the alternate was Vice-Mayor Granillo. Recommendations were Vice-Mayor Granillo as the representative, and the alternate as Councilmember Phillips.
- *AMRP* – The current representative was Town Manager Blackmore, with an alternate of the HR Director, Laura Kyriakakis. There was a recommendation of no change.
- *YCT* – The representative was HR Director Laura Kyriakakis, with an alternative of the HR Analyst. There was a recommendation of no change.
- *Fire Board Liaison* – The representative was Mayor Miller, with an alternate of Councilmember Perkins. There was a recommendation of no change.
- *MPAC* – The current representative was Mayor Miller, with an alternate of Councilmember Perkins. The recommended change was to make Councilmember Perkins the representative and the alternate as Councilmember Schacherer.
- *Yavapai County Unified Emergency Management Advisory Committee* – The representative was Chief Wynn, with an alternate of Lieutenant Chapman. There was a recommendation of no change.

4) ADJOURNMENT

MOVED by Councilmember Annie Perkins, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 5:45 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

**REGULAR MEETING
TUESDAY, JANUARY 10, 2023
6:00 P.M.**

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

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

Mayor Miller called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

All members of Council and Staff previously mentioned were present for the duration of the Regular Meeting. New staff attendees included Animal Shelter Adoption Specialist Deborah Korell, Civilian Operations Supervisor Marrilee Easton, Lieutenant Randy Chapman, Lieutenant Josh McIntire, Detective Fernando Silva (Sergeant at Arms), Officer Austin McAvoy, Chief Charles Wynn, HR Director Laura Kyriakakis, Engineering Project Manager Scott Balck, Public Information Officer Tricia Lewis, Administration Services Director Joe Duffy, Economic Development Project Manager Maggie Tidaback

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation of Certificates of Appreciation and Recognition for Outstanding Volunteerism to the Town of Chino Valley Animal Shelter volunteers. (Terri Denemy, Assistant to the Town Manager; Marilee Easton, Civilian Operations Supervisor.)

Terri Denemy, Assistant to the Town Manager, presented the following:

- A review was provided of the Town's program that recognized local individuals and businesses for their outstanding volunteerism for the community.
- A list of the many volunteers that helped the Town of Chino Valley Animal Shelter was shared.
- The shelter had volunteers that came in weekly, monthly, and some that came in when needed.
- Five volunteers at the meeting were recognized individually.

Marrilee Easton, Town of Chino Valley Animal Shelter, presented the following:

- Read the certificate of appreciation for volunteering at the animal shelter.
- The certificates were provided to volunteer members attending the meeting.

b) Presentation of the APS Solar Communities Program by APS and staff. (Maggie Tidaback, Economic Development Project Manager)

Maggie Tidaback, Economic Development Project Manager, presented the following:

- The APS Solar Communities Program was developed to help create a sustainable energy future for Arizona.
- The program provided free solar covered parking structures that would be owned and maintained by APS for 20 years, and in return APS provided a bill of credit for their customers. Government and Municipal bill of credit was based on the solar system size installed at the location.

APS Representative Monique, presented the following:

- There were two options:
 - One option provided the maximum system capacity that APS could provide to the Town. The Town already had the infrastructure to provide their own solar, and APS could retrofit it to work with their program.
 - Option two showed the removal of two structures in front of the new [Police] building, that the Town had wanted to eventually remove.
- There was a significant credit difference between the two options.
- The installer would work with the Town's asphalt company to help warrant any warranty work.
- Option two had less panels because the Town eventually wanted to remove existing structures. Option two had a monthly \$686 bill credit compared to the \$1,100 bill of credit for option one. This was a difference of approximately \$7,000 annually.

Council and staff discussed the following:

- The option one coverage included existing parking canopies and formed an L shape. New canopies in a straight line would be provided as part of the project, which would be paid for and maintained by APS. Option two eliminated the existing canopies and solar panels.
- The removal of the canopies in option two was for visual aesthetics.
- Keeping the exiting canopies would block the entire front of the new police building.
- Council could discuss the options at a later date.

3) CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

Jerlyn Hollars – Wanted more grocery stores in the Town, because of the growth in population. Most people went to Prescott to shop, and they got the resident’s tax money, instead of the Town. It was her understanding that the grocery stores would not come to Town unless the Town paid for the infrastructure. She thought the additional tax money from people shopping locally would cover those costs. She was tired of going to Prescott to shop, and the local grocery store did not have enough inventory to satisfy the population.

4) 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.

- Councilmember Perkins recognized the law enforcement appreciation day three days earlier.
- Vice-Mayor Granillo also recognized the day and Chief Wynn.

b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

Town Manager Blackmore reported on the following:

- Announced that HR Director Laura Kyriakakis had recently graduated from the International City Managers Association High Performance Leadership Academy. It was a 12-week online program that was created to equip local government professionals with leadership skills such as organizational development and change management, negotiation and collaboration, effective communication, and how to deliver increased value from high performance management. This increased her professionalism and the organization’s professionalism.

5) 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) Consideration and possible action to approve Ordinance No. 2023-926, amending Chino Valley Town Code Chapter 90 relating to animals. (Chuck Wynn, Police Chief)

Councilmember McCafferty requested that Item 5(a) be removed from the consent Agenda.

Chief Wynn presented the following on Consent Agenda Item 5(a):

- The code had been revised in 2017, but there had been enforcement issues in the last five years.
- The three main issues were:
 - Excessive noise – They had received 80 calls the previous year regarding barking dogs. The current ordinance did not have a definition of time, and the officers used their best judgment and a rule-of-thumb of 15 minutes. It also made it difficult to prosecute cases. The police started with education, a warning, and then citations if the problem was not solved. They were trying to address the issue with better guidance.
 - Leash – This issue was mostly at Memory Park. Dog trainers' dogs were under control, but there were people who thought their dogs were under control, but were causing many problems, including with retractable leashes. The retractable leashes had up to a 14-foot length, and they wanted to limit it to six feet. There were exclusions for the trainers, and those code portions were not changed.
 - Impounded Dogs – The length of time to keep impounded dogs was changed from 10-days to five-days. This was the same as the County. They were a no-kill shelter, and the animals would be adopted. They only had 12 kennels, and the spaces filled quickly.

Council and staff discussed the following:

- There was concern that the 15-minutes of barking was required to be continuous and concern that the definition for “excessive” was inadequate. Staff explained that it was difficult to have a definition that did not require some degree of discretion. They could leave the word “continuous” out, which would leave the definition more open.
- Discretion was part of an officer's daily job. They could use the word “excessive,” but it would not change the discretion the officer needed to exercise, whether it said “15 continuous minutes” or not.
- More community involvement was necessary, allowing the community to review and suggest possible changes or additions.
- Officers were currently taking reports from neighbors, but they were having trouble prosecuting the cases in court. The suggested changes worked in other jurisdictions. The current ordinance was very vague.
- There was concern about the “reasonable fear” language included, which was part of the current code language. The reasonable fear was similar to being assaulted, and the police would use their discretion in determining if the animal had the capability of causing harm or injury.
- The first to respond to an incident was animal control, but the police responded after dark and followed up with animal control.

Public Comment:

- Donna Armstrong – She was a professional dog person and had taken part in the last two rewrites of the animal control laws. She was upset that the dog community did not know anything about the changes, which she thought was unfair. She wanted to see a 30-day table, so that the community could review the changes. They had a large professional dog community that came to the Town because of the mutual working relationship. She thought they should be taken into consideration. She hoped for a study session, and then it could be re-presented to the council.
- Debby Pomeroy – She had been working on local animal codes since 2007 and was

shocked that this had been added to the agenda as a consent item without input from the animal-loving community. She wanted a study session involving educated animal behavior people.

Council discussed the following:

- The importance of involving the community, especially when changing code that could impact a large number of citizens. The Town may get good information to implement into the code changes.
- The code was intended for the people that had animal issues, not the professional animal community.

MOVED by Councilmember Tom Armstrong, seconded by Vice-Mayor Eric Granillo to table this item until the first meeting in February to give more community involvement and bring people in to talk to Council and the police department at the next study session.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Robert Schacherer

6 - 1 PASSED

- b) Consideration and possible action to approve the December 13, 2022, regular meeting minutes. (Erin N. Deskins, Town Clerk)

This vote was made prior to hearing Consent Agenda Item 5(a), but retained here for consistency.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to approve Consent Agenda Item 5(b).

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

6) 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 accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2022, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Administrative Services Director)

Recommended Action: Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2022, as prepared by Henry & Horne, LLP, Certified Public Accountants.

Brian Hemerly, Lead Audit Partner with Baker Tilly (previously Henry & Horne, LLP), Presented the following:

- The Town received a clean opinion on their financial statements. There were no modifications to the auditor's report that needed to be reported to the Council or public, and the reports were materially correct.
- The internal controls were reviewed, sampled, and tested. There were no large changes to the financial reporting standards, except for a new lease standard for government entities. The effects of the lease standards were reported in the financial statement report.
- There were no difficulties performing the audit, no uncorrected misstatements, and no disagreements with management.
- The single audit was required by the federal government when the Town spent over \$750,000 in federal grant money. The Town spent \$4.2 million in Recovery Act money, which was tested by the auditors. The report received a clean opinion and had been sent and accepted by the federal government.
- The Annual Expenditure Limitation report was required by the Auditor General's Office in the State, and the Town was required to stay under a certain limitation of expenditures, which had been \$41.3 million, and the Town only expended \$26.4 million.
- A general overview of the finances was provided.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2022, as prepared by Henry & Horne, LLP, Certified Public Accountants.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve 4.5 % average Market Adjustments for sworn officer pay. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve 4.5% average recommended Market Adjustment, for sworn officers, beginning with the 1/27/2023 paychecks.

Laura Kyriakakis, Human Resources Director, presented the following:

- There had been challenges recruiting and retaining staff at the police department.
- The three primary reasons for the issues were pay, labor force, and housing.
- Staff would be discussing the pay challenges at the meeting, and they were requesting a 4.5% market adjustment for sworn officers, which amounted to \$61,250 for the balance of the current fiscal year. This would allow the Town to remain salary competitive and match the regional market.
- According to the Town's Finance Director, the police would be able to handle the mid-year adjustment with their current and existing budget.
- Starting salaries for the Town's police officers was \$55,300, which included lateral officers. Prescott Valley's current starting salary was \$55,120, but they were going through a compensation and classification study, and it was anticipated that their future pay would match the market. Yavapai County Sheriff's Office starting salary was \$57,990 for deputy sheriffs, but they also provided a \$5,000 to \$10,000 hiring bonus. The City of Prescott's council recently approved a starting salary of \$58,055, with an additional cost of living adjustment tied to the CPI in July 2023.
- Staff was recommending the Town match the regional market, with a starting wage for police officers at \$58,065. The amount was based on Public Sector Personnel Consultants Compensation and Classification Study that was just completed for the Town.
- The Town wanted to continue to provide a safe and secure community for people that lived and visited the Town. The market adjustment would help with recruitment and retention of lateral officers, it would save on turnover, and create a balanced staff with varied skills and abilities, with a balance of lateral and cadet staff. It would minimize burnout and improve morale.
- The average turnover rate for government was 18% in 2021, but for Town it was 9.33%, which staff still considered high. It cost the Town time and money every time an officer left. There was a four month lag in time and an average \$30,000 loss when a lateral officer was lost, and an untrained cadet cost the Town 18 months and up to \$100,000.
- There had been long-term officers discussing leaving the Town due to pay. The Town needed to match market pay to hire and retain their officers.

Council and staff discussed the following:

- CPI stood for the consumer price index. The current CPI Prescott was looking at was approximately 9%. Half of that would be reflected in upfront raises, and the difference would be made up in July based on the current CPI.
- The minimum starting pay on the officer pay scale would be \$58,065, with a 26% rising scale to the final cap in pay, but a person coming in with experience was placed on the pay scale based on their experience.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve 4.5% average Market Adjustment, for sworn officers pay.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- c) Public hearing, consideration, and possible action to approve Ordinance No. 2023-928 to rezone approximately one acre of property located at 3699 North State Route 89 (APN 306-04-018A), from Commercial Light to Commercial Heavy. (Will Dingee, Senior Planner)

Recommended Action: i) Hold Public Hearing ii) Approve Ordinance No. 2023-928.

Will Dingee, Senior Planner, presented the following:

- This was a request to rezone over one acre of property from Commercial Light (CL) to Commercial Heavy (CH).
- The property location was reviewed.
- The property was currently used as Three C's Automotive, which was considered an unpermitted land use within the CL district, but was permitted in CH.
- The surrounding property zones were reviewed.
- This was presented to the Planning and Zoning Commission (P&Z) on December 13, 2022, and no public comment was received.
- P&Z forwarded a recommendation of approval with a unanimous 7-0 vote. Staff also made a recommendation of approval.

Council and staff discussed the following:

- The zone change was to bring the property owners into compliance. The applicant's business license had been denied due to their unpermitted use.

Mayor Miller opened the public hearing. No comments were made, and the public hearing was closed.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to approve Ordinance No. 2023-928.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- d) Public hearing, consideration, and possible action to approve Ordinance 2023-929 to rezone approximately 5.83 acres of property located at 575 West Road 1 North (APN 306-23-078F), from Agricultural Residential 5-Acre Minimum to Single-Family Residential 1-Acre Minimum. (Will Dingee, Senior Planner)

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance 2023-929.

Will Dingee, Senior Planner, presented the following:

- This was a request to rezone approximately 5.83 acres of land from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1).
- The property was currently used as residential on 2.5 acres, with the remainder undeveloped.
- The property location was reviewed.

- The surrounding property zones were reviewed.
- It was presented to P&Z on December 13, 2022, and no public comment was received.
- P&Z forwarded a recommendation of approval with a unanimous 6-1 vote. Staff also made a recommendation of approval.

Council and staff discussed the following:

- The no vote on P&Z was from Commission Switzer, who thought it was out of place for the area and was spot zoning.
- There were no Town utilities in the area, so the development would not be on Town water and sewer.
- The applicant's intention was to cut the property down the middle, and the remaining three acres would be sold as a whole. The new buyer could then split the lots through the Town land division process.
- A flag lot was not the only way to develop the remaining lots. A minor subdivision could be created with a private easement road to meet the frontage requirements. The flag lots were still allowed by code, and staff was not recommending that they be removed.
- There was not a current plan to make five one-acre lots.
- The Town allowed lot-size zoning included SR-1, SR-1.6, SR-2, and SR-2.5. There were not three-acre lot zones.

Mayor Miller opened the public hearing.

Public Comments:

- Rachelle Fernow – She recalled that the applicant had intended to build two homes on the property. She also thought it was spot zoning to allow the SR-1 zoning. She was not sure if there would be any smaller lot divisions that would be allowed in the new General Plan (GP), but she hesitated to see a rezone like the current one happen when the applicant's intention was to sell the three-acres for someone else to divide. She questioned what would stop someone else from trying to rezone the property to the Town's minimum lot size of 12,000 square feet, which she thought would definitely be non-conforming for that area. She thought they could be setting themselves up for a snowballing rezone effect if they approved the rezone.

Mayor Miller closed the Public Hearing.

Council and staff discussed the following:

- The property owner would be limited to a total of three minor land divisions on the subject property, and then any further splits would need to go through the minor subdivision or subdivision process. The lots could not be sold to someone else, who could then split the lots into 12,000 square foot lots. The land splits were based on a parent parcel, not ownership.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Annie Perkins to approve Ordinance 2023-929.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- e) Public hearing, consideration, and possible action to approve Ordinance No. 2023-930 to rezone the northernmost approximately 2,500 square foot portion of approximately 1.59 acres of property (APN 306-29-041E), which portion is located directly south of 722 West Road 2 South (APN 306-29-041D), from Single-Family Residential 1-Acre Minimum to Agricultural Residential 5 Acre Minimum. (Will Dingee, Senior Planner)

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2023-930

Will Dingee, Senior Planner, presented the following:

- This was a request to rezone a 2,500 square foot portion of property in order to divide that portion of land out of the SR-1 portion and incorporate it into the northern most second parcel zoned AR-5. Both portions were owned by the applicant.
- The subject property size was 1.59 acres, and was currently vacant, with the exception of an unpermitted barn on the NW Corner. The barn had the appropriate setbacks for the AR-5 zone, so a nonconformity would not be created.
- The property location was reviewed.
- The current subject property zoning was SR-1.
- If approved, the rezoned property would be incorporated into AR-5.
- The lot division and rezoning would happen concurrently, so that there would not be a nonconformity created.
- The applicant was required and was in the process of obtaining a building permit for the barn.
- It was presented to P&Z on December 13, 2022, and no public comment was received.
- P&Z forwarded a recommendation of approval with a unanimous 7-0 vote. Staff also made a recommendation of approval.

Council and staff discussed the following:

- The applicant had created the issue and had built the barn. He wanted to sell the 1.5 acres of property that the barn was located on, but he wanted to keep the barn.
- The 2,500 square feet that was being divided and rezoned would become a part of the parcel to the north, which the applicant also owned. The remaining property would retain the SR-1 zoning.
- There was no Town water or sewer available.

Mayor Miller opened the public hearing. No comments were made, and the public hearing was closed.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Annie Perkins to approve Ordinance No. 2023-930.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

- f) Public hearing, consideration, and possible action to approve Ordinance No. 2023-927 to rezone approximately 10 acres of property generally located at the northeast corner of East Road 2 North and Peppertree Place (APN 306-18-017C and 306-18-017D), from Agricultural Residential 5 Acre Minimum to Single-Family Residential 12,000 Square Foot Minimum. (Will Dingee, Senior Planner)

Recommended Action: i) Hold a Public Hearing. ii) Approve Ordinance No. 2023-927.

Will Dingee, Senior Planner, presented the following:

- This was a request to rezone property from AR-5 to the new SR-12,000 SF Minimum lot size zoning district. This was the first rezone request for this zoning district.
- This was the first part of the development process for a subdivision. The process included rezoning, preliminary plat, technical review, and final plat.
- The two subject properties were both 5-acres in size, for a 10-acre total.
- Both properties were vacant.
- The property locations were reviewed.
- The surrounding property zones were reviewed. The requested lot size was almost double the size of the neighboring property zone of SR-0.16, which had been retired by the Town.
- The applicants intended conceptual plat design was reviewed. It included 24 lots, with a single access point off Road 2 North. The roads would be paved to Town code standards, with a sidewalk on one side and curb and gutter. Sewer and water would be provided by the Town. The applicant would be responsible for the utility extension along East Road 2 North. There were currently two parcels reserved for open space, a community greenbelt, and drainage.
- It was presented to P&Z on December 13, 2022, and four members of the public spoke with questions and concerns over utilities, existing road conditions, traffic, and types of housing.
- P&Z forwarded a recommendation of approval with a unanimous 7-0 vote.

Council and staff discussed the following:

- The intention for the property to the east was to develop it in a similar way.
- There was only one entrance for the 24-lots.
- The conceptual plan adhered to code.
- For the road infrastructure, the Town would be utilizing cash in lieu of improvements. Staff recommended that process because for a development like the one being proposed, the Town asked for the necessary road widening improvements on the adjacent road. Road 2 North had not yet been designed to include the necessary curb, gutter, and road widening, so any work that the developer did in front of the development would likely be in the wrong spot, and the Town would need to tear out all that sidewalk, curb and gutter, even if it was off only a couple inches. Until there was a design, staff recommended holding the money, which would be determined by the applicant's engineer cost estimate that was reviewed by staff and approved by Council. The funds would be held by the finance department in a special account, which by law could not be used for anything but those specific road improvements. The current timeframe was undetermined and depended on Council budgeting and funding allotments. The inflation costs would be lost. They needed to be design ready to build the section of road from at least Road 1 East to James.
- The legal standard that a developer was held to, was the reasonable development costs at the time of approval. It would be difficult to determine future construction costs, and no one could have determined five years ago the current cost of construction. The alternative

would be development of the improvements now and having to remove those at a future date.

- Staff did not see any technical issues for turn lanes needed for a 24-lot development. If analysis did determine that a de-acceleration lane was needed, it could change the situation of asking for improvement now versus later.
- The traffic for 24-lots would be counted as an additional 240 trips per day.
- The Town was asking for 25-feet of right-of-way on Merritt, even if the development did not access it. It would give Merritt the 50 feet of right-of-way needed for a local road. The applicant could change their layout and request access off that road, but they were currently not planning to use it.

Council and Jon Rocha, the applicant, discussed the following:

- The applicant had spent a significant amount of time with engineers in preparation for the project application and to get the plat to where it was for presentation.
- The project conformed to the current General Plan. The applicant had taken the time to find a location in Town that made sense for the development.
- The development would be the lowest density in the area and would be hooked up to Town utilities. They would be hooking up 1,800 linear feet of water main lines for the project.
- The development would help meet the affordable needs in the area. The current new home median price was \$800,000 in Town. The applicant explained prices, loans, and debt to income ratios to the Council.
- The intent of the project was to have a quality factory-built stem walled foundation home, which was similar to site-built homes, with a price tag closer to \$425,000.
- The aesthetics of the development would be maintained by community CC&Rs.
- If the market costs dropped, the developer could see that reflected in the home prices.
- The current intent was to sell the property as a lot home, and they were looking at several Arizona manufacturers.
- Mr. Rocha was the board president of the Coalition for Compassionate and Justice (CCJ), which was a nonprofit trying to end homelessness through a housing model. This connection had nothing to do with the proposed project.
- Concerns regarding the one road in and out were discussed.

Mayor Miller opened the public hearing.

- Rachelle Fernow – She hated the project and hated that the UDO had to be changed to provide for smaller lots so the developers would connect to Town utilities. She discussed how the project would be located near the Town's maximum zoning lots with minimum sized zone lots. She thought the process was backwards. She discussed other large developments that she had issues with due to traffic and road conditions. She also took issue with the cash in lieu of improvements. She thought the developer needed to wait on the project until the infrastructure was there. She thought the smaller lots were wrong for the Town, and that the \$425,000 was not affordable. She said the median listing price in Town was \$425,000 and not \$800,000.

Mayor Miller closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Ordinance No. 2023-927.

AYE: Mayor Jack Miller, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember Robert Schacherer

3 - 4 FAILED

7) ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Tom Armstrong to adjourn the meeting at 7:46 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, 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 _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

ITEM TYPE:

Public Hearing

MEETING DATE:

January 24, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Public Hearing, and consideration and possible action to recommend approval of an application from Agent Kelley Christina Cabral for a new Series 12 (Restaurant) liquor license for Gabby's Rustic Eats, located at 1667 S. State Route 89, Chino Valley.

SUMMARY:

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.

Kelley Christina Cabral has applied with the state for a new Series 12 (Restaurant) Liquor License. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

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 29, 2022, through January 24, 2023. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

i) Hold Public Hearing.

ii) Recommend approval for a new Series 12 Liquor License for Gabby's Rustic Eats.

FISCAL IMPACT?

No

Attachments

Redacted Application
Acceptable Reasons to
Protest an Application

Guidelines to Grant a
License

CSR:

Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

DLLC USE ONLY

Job #	218511
Date Accepted:	11-22-2022
CSR:	Chaz

License Number:

805-273

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED** FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Cabral, Kelley Christina Birth Date: [REDACTED] (NOT a public record)
3. Social Security: [REDACTED] Drivers License: [REDACTED] State Issued: Arizona
4. Place of birth: Prescott, AZ USA Height: 5'7 Weight: 160 Eyes: BRO Hair: BR
5. Name of current/most recent spouse: Cabral, James Edward Birth Date: [REDACTED] (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 5/31/1972
7. Daytime telephone number: 928-848-1650 Email address: kitchensinc@live.com
8. Premises Name: Kitchens Inc. dba Gabby's Rustic Eats Business Phone: Pending
9. Premises Address: 1667 S State Route 89, Chino Valley, AZ Yavapai 86323
- Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2012	CURRENT	Kitchens Inc. (Owner)	3201 N Main St, Prescott Valley, AZ 86314
8/2005	CURRENT	Gabby's Kitchen	2235 S Hwy 89, Chino Valley, AZ 86323
3/2015	CURRENT	Gabby's Grill	2982 N Park Ave, Prescott Valley, AZ 86314
10/2018	CURRENT	Gabriella's Ristorante	8130 E Valley Rd, Prescott Valley, AZ 86314
10/2019	CURRENT	Prescott Junction	1121 E Sheldon St, Prescott, AZ 86301

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D)

FROM Month/Year	To Month/Year	Street	City	State	Zip
11/2004	CURRENT	7149 E Park Ridge Dr,	Prescott Valley,	AZ	86315

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202.4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Kelley Christina Cabral hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: Kelley Cabral Date: 11/21/2022

Agent/Controlling Person Questionnaire

License Number: _____

Cabral, Kelley Christina

10. List your employment or type of business during the past five (5) years.

Attach additional sheets if necessary

3/2012 to 10/2020 Gabby's Kitchen 8134 E Spouse Dr, Prescott Valley, AZ 86314



ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Kelley Christina Cabral

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If **yes**, indicate place of birth:

City Prescott State Arizona COUNTRY United States

If you answered **Yes, 1)** Attach a legible copy of a document from the list below.

2) Name of document: Arizona Driver's License

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Kelley Christina Cabral
Print Name

Kelley Cabral
Signature

11/21/2022
Date

Certificate # 526511

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☐ On-sale
☐ Off-sale
☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kelley Cabral

Full Name (please print)

Kelley Cabral
Signature

07-18-2021

Training Completion Date

07-17-2024

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham

Instructor Signature

18 / 07 / 2021
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # AZM-ON01203727

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Kelley Cabral

Full Name (please print)

Kelley Cabral

Signature

07/06/2021

Training Completion Date

07/05/2024

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6801 N Capital of Texas Hwy, Bldg I, Suite 250, Austin, TX 78731

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Samantha Montalbano

Instructor Signature

07/06/2021

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
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Liquor Store (series 9)
In-state Farm Winery (series 13)

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Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

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).



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

Ordinance

MEETING DATE:

January 24, 2023

☐ **Resolution**

CONTACT PERSON:

**Will Dingee, Assistant
Director, Development
Services**

☒ **Public Hearing**

☐ **Contract/IGA/PSA**

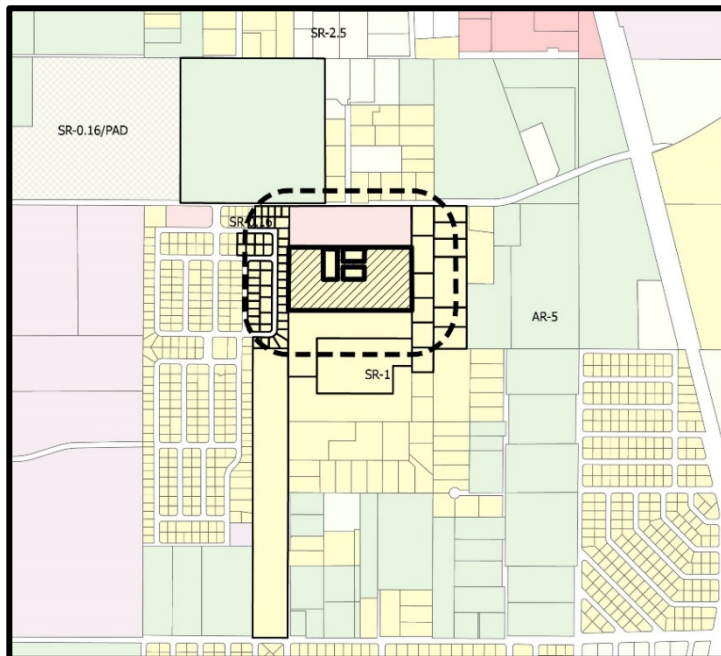
AGENDA ITEM TITLE:

Public hearing, and consideration and possible action to approve a Final Plat for a 5-lot subdivision for property located at the south end of Camino del Sol, Chino Valley, Arizona, APN 306-18-039D.

CASE/PROJECT DESCRIPTION:

This is a request by Jay Bates on behalf of Right Homes LLC, for approval of the Casa Del Sol Minor Subdivision Final Plat for a 5-lot Subdivision for property located at the southern end of Camino Del Sol, Chino Valley, Arizona. (FP-2022-04)

LOCATION MAP:



LOCATION DATA:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL) / Single Family Residential 1-Acre Minimum (SR-1)	Vacant / Single Family Residential	Medium Density Residential (2 acres or less)
North	Commercial Light (CL)	Vacant	Medium Density Residential (2 acres or less)
South	Single Family Residential 1-Acre Minimum (SR-1)	Single Family Residential (Under Development - Del Sol North and Del Sol South)	Medium Density Residential (2 acres or less)
East	Single Family Residential 1-Acre Minimum (SR-1)	Single Family Residential	Medium Density Residential (2 acres or less)
West	Single Family Residential 1-Acre Minimum (SR-1)	Single Family Residential (Chino Meadows)	Medium Density Residential (2 acres or less)

PRIOR SITE ACTIONS:**Rezone:**

May 22, 1997 – Rezone to change “the southerly portion of APN 306-18-011D from R-1 (Low Density, Single Family Residential, 2.5 acre minimum) to R-2 (Medium Density, Single Family Residential, 1 acre minimum). (Ordinance No. 313)

STAFF ANALYSIS:

The Casa Del Sol Minor Subdivision Final Plat meets all requirements set by both sections 5.2.4 and 5.2.7 of the Subdivision provisions of the Unified Development Ordinance. The main access to the site is by way of a newly created road off of Salida Del Sol. The new road is intended to be dedicated to the Town of Chino Valley, constructed to Town public road standards. The landscape and drainage tracts will also be dedicated to the Town and will be maintained through a Maintenance Improvement District (MID) funded by the properties within this platted subdivision. The development will use onsite wells and septic systems. The proposed lots range from 1.199 to 2.187 acres. Any further divisions of this property will have to come through the plat amendment process and be brought back for Town Council approval

See Attachment 2 Final Plat Layout

See Attachment 3 Zoning Map

MINOR SUBDIVISION PROCESS:

Per the Unified Develop Ordinance and the Arizona Revised Statutes, Minor Subdivision Final Plats have the ability to skip the Preliminary Plat process however, they still should go through a neighborhood meeting and the Planning and Zoning Commission. This Minor Subdivision Final Plat did not follow that process. Staff is honoring prior direction and commitments that the previous Development Services Director made with this developer. This is the last Minor Subdivision Final Plat case with prior commitments. Any new case will follow the public process consisting of a neighborhood meeting, Planning and Zoning Commission meeting and then Town Council.

RECOMMENDED ACTION:

Town Staff is recommending approval of the Final Plat Layout. **See Attachment 1 for the Conditions of Approval.**

FISCAL IMPACT?

N/A

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Final Plat Layout

Attachment 3 - Zoning Map

Attachment 1
Conditions of Approval
FP-2022-04
Town Council
January 24, 2023

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposal:

Development Services: Laurie Lineberry, Director, 928-636-4427 x 1217

1. The conditions listed below are in addition to the Town code, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office.
3. Permits for the development shall not be issued until the Maintenance Improvement District (MID) has been recorded with the County.

**Attachment 2
Final Plat Layout
FP-2022-04
Town Council
January 24, 2023**

CAMINO DEL SOL NOTE

PRIOR TO THIS PROCESS, "CAMINO DEL SOL," AN EXISTING 50' INGRESS, EGRESS AND UTILITY EASEMENT, SHOWN IN THE WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 2022-000222, EXTENDED THROUGH THE AREA SHOWN HEREON, BEYOND THE SOUTH LINE OF THIS SUBDIVISION. THIS EASEMENT HAS BEEN TERMINATED ON THE NORTH LINE OF ALCALA STREET AS SHOWN HEREON. THE DOCUMENT TERMINATING THIS EASEMENT IS RECORDED IN INSTRUMENT NUMBER 2022-XXXXXX, RECORDS OF YAVAPAI COUNTY, ARIZONA.

MONUMENTATION

- CALCULATED POSITION, NOTHING FOUND OR SET DURING THIS SURVEY
- FOUND/SET 1/2" REBAR WITH CAP LS 87585 UNLESS OTHERWISE NOTED
- (1) = FOUND 1/2" REBAR WITH CAP LS 50228
- (2) = FOUND 1/2" REBAR WITH TAG LS 12005
- (3) = FOUND 1/2" REBAR WITH CAP LS 12005
- (5) = SET CENTERLINE MONUMENT

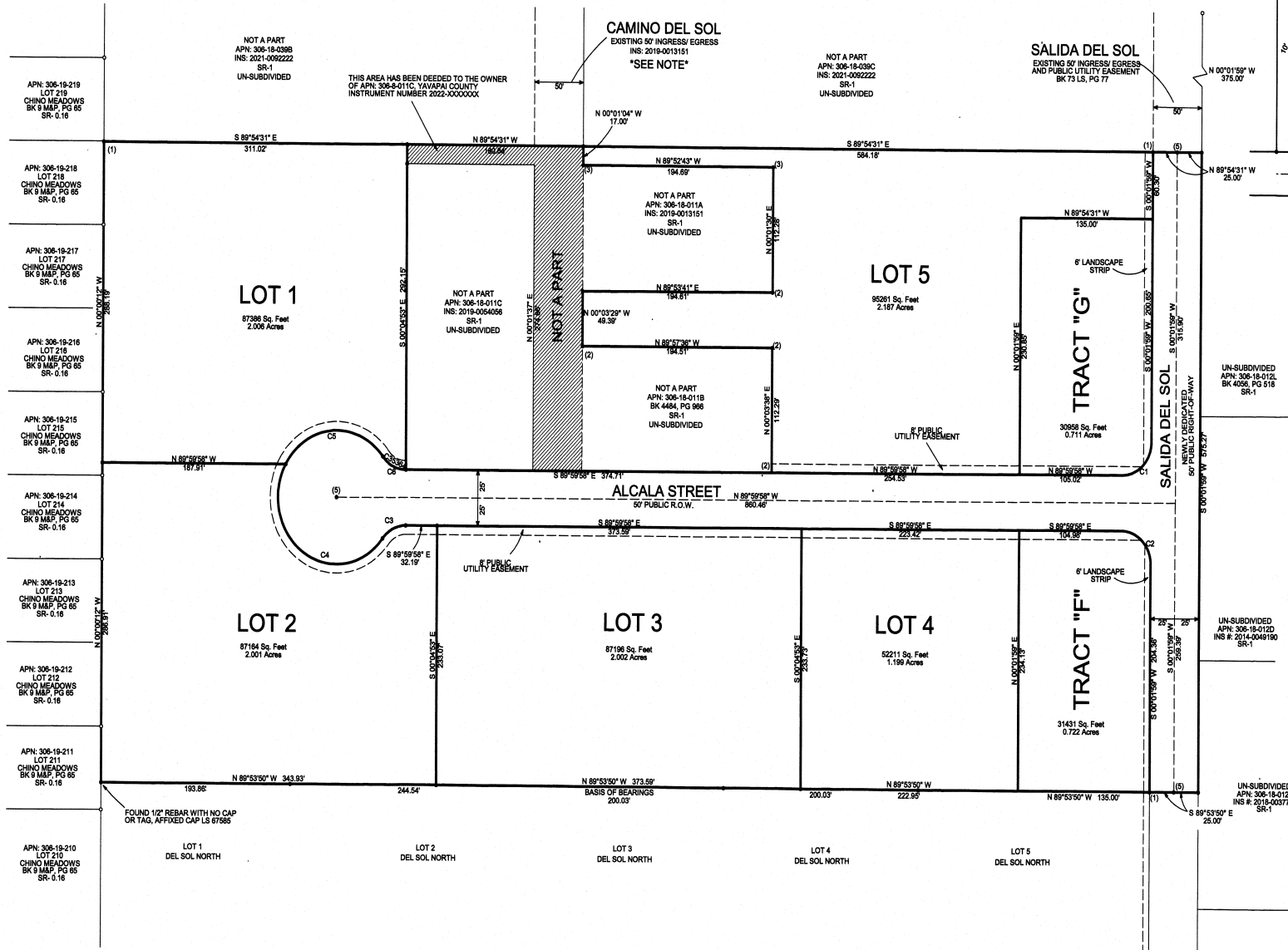
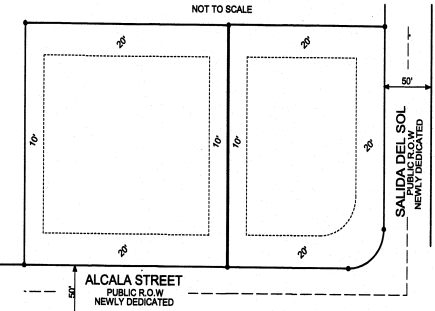
CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD AZIMUTH
C1	89°58'03"	30.00'	47.11'	29.98'	42.41'	N 45°01'00" E
C2	90°01'53"	30.00'	47.14'	30.02'	42.44'	N 44°59'00" W
C3	52°19'48"	30.00'	27.40'	14.74'	26.46'	N 63°50'08" E
C4	171°43'53"	60.00'	179.84'	830.09'	119.69'	S 56°27'50" W
C5	112°55'43"	60.00'	118.26'	90.53'	100.93'	S 65°51'59" W
C6	52°19'48"	30.00'	27.40'	14.74'	26.46'	N 63°50'04" W

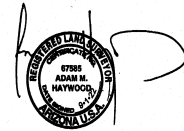
FINAL PLAT OF
CASA DEL SOL
BY RIGHT HOMES LLC

TYPICAL BUILDING SET BACK LINES

SHOWN PER TOWN OF CHINO VALLEY SR-1 ZONING.
SEE TOWN OF CHINO UDO SECTION 3.11



SCALE: 1" = 50'



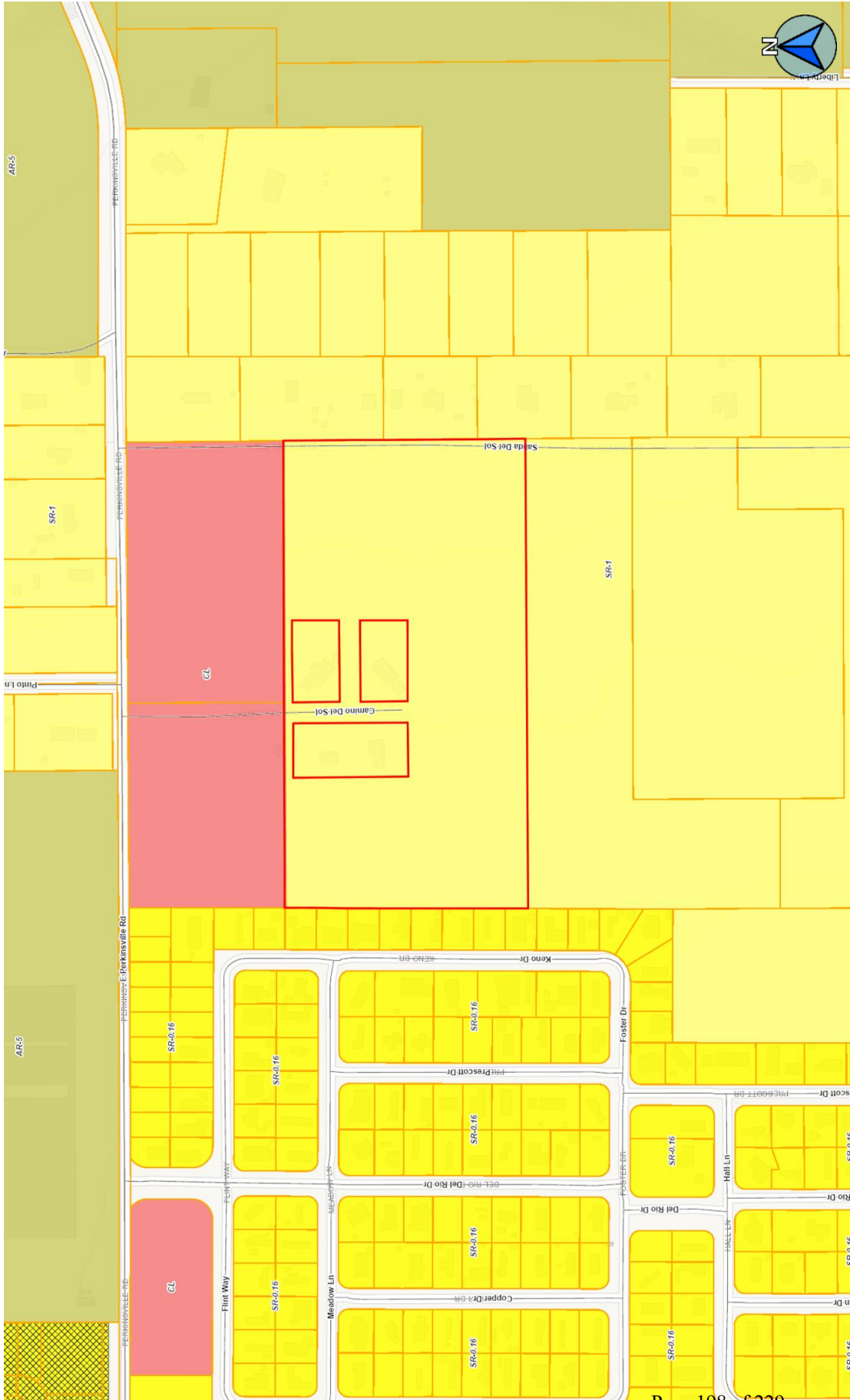
PAGE 2 OF 2

RECORDED AT THE REQUEST OF
THE TOWN OF CHINO VALLEY

NEXUS SOUTHWEST LLC
212 S. MARINA ST.
PRESCOTT, AZ 86303
(928) 778-5101

JOB NO: 22-140	DRAW: AMH
CLIENT: RIGHT HOMES	7/122
CREW: AMH	CHR: AMH
SCALE: 1" = 50'	7/122

**Attachment 3
Zoning Map
FP-2022-04
Town Council
January 24, 2023**





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	c	☒ Ordinance
MEETING DATE:	January 24, 2023	☐ Resolution
CONTACT PERSON:	Will Dingee, Assistant Director of Development Services	☒ Public Hearing
		☐ Contract/IGA/PSA

AGENDA ITEM TITLE:

Public hearing, and consideration and discussion on Ordinance No. 2023-931 to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1).

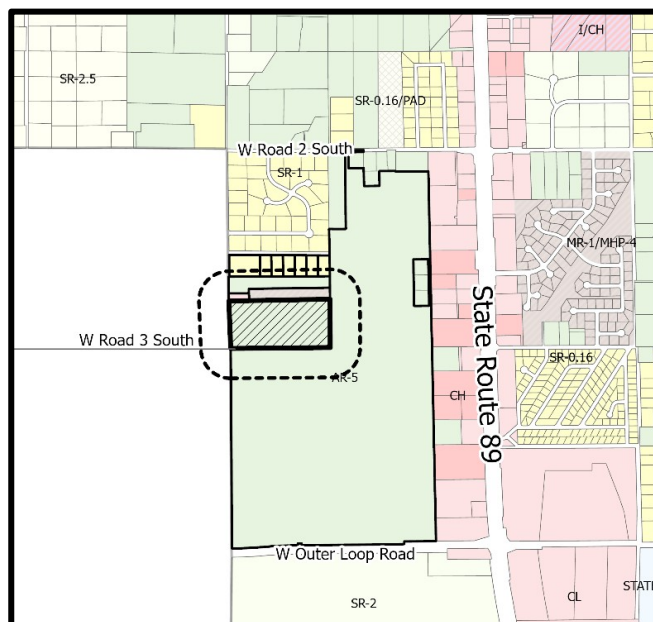
CASE/PROJECT DESCRIPTION:

This is a request by Jay Bates to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the northeast corner of West Road 3 South and South Road 1 West, Chino Valley, Arizona.

P&Z RECOMMENDED ACTION:

The Planning Commission recommended denial of the rezone request.
See Attachment 1 for the Conditions of Approval if needed.

LOCATION MAP:



LOCATION DATA:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
North	Multiple Family Residential (MR) & Mobile Home Park (MHP) & Commercial Light (CL)	Residential and Slaughterhouse	Medium Density Residential (2 Acres or Less)
South	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
East	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
West	(RCU-2A)	Residential	Yavapai County Jurisdiction

NEIGHBORHOOD MEETING:

A neighborhood meeting was held on site on November 30th in which nine members of the public attended.

- Inadequate Drainage and increased run-off on site. Water tends to pool on subject property during monsoon seasons.
- Increased flooding in surrounding neighborhood.
- Concerns regarding intended parking plan - Garages or on street parking.
- Decrease in water availability and decrease in water table level.
- Increase in traffic on and degrading the quality of S Road 1 West.
- Concerns regarding increasing density in the neighborhood.
- Concerns regarding decreasing home values.

ADDITIONAL PUBLIC COMMENT:

See Attachment 2 for a detailed dialog from P&Z meeting.

See Attachment 3 for letters received from the public.

STAFF RECOMMENDATION TO P&Z:

Staff recommended approval of the rezoning request.

See Attachment 4 for Staff Report

FISCAL IMPACT?

N/A

Attachments

Ordinance No. 2023-931

Attachment 1 – Conditions

Attachment 2 – P&Z Minutes

Attachment 3 – Public Letters

Attachment 4 – P&Z Staff Report

Attachment 1
Conditions of Approval
ZC-2022-10
Town Council
January 24, 2023

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by Town Council.

Public Works/Engineering: Frank Marbury, Director, (928) 636-7140 - x1226

3. The owner shall dedicate right-of-way per UDO § 5.3.2 as follows:
 - a. South Road 1 West half-width: 40' east of the western line of section 34.
 - b. West Road 3 South half-width: 40' north of the east-west mid-section line of section 34.
 - c. Internal Street: Minimum right-of-way full-width is 50'. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet. The cul-de-sac shall terminate in a circular right-of-way 60' in radius.
4. The owner shall construct half-width improvements on the east half of South Road 1 West along the subdivision's frontage per the Town's Urban and Rural Roadways map as follows:

The improvements shall include, at a minimum, a 12' paved through lane, a 5' paved shoulder and a road side ditch.
5. The owner shall construct the following onsite improvements per UDO § 5.3.2:

Internal Street: Per Rural Local Road standards that includes 24' wide minimum asphalt roadway, 5' shoulder with thickened edge. The cul-de-sac shall have a minimum improved traffic turning circle 48' in radius.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

Attachment 2
Minutes - P&Z January 3, 2023
ZC-2022-10
Town Council
January 24, 2023

PUBLIC HEARING #D.2

ZC-2022-10 - This is a request by Jay Bates to rezone approximately 20 acres of land from AR-5 to SR-1. The property is located at the northeast corner of West Road 3 South and South Road 1 West, Chino Valley, AZ.

Merritt asked the Commission if they had any interactions with the applicant to declare. There were none.

Bethan Heng, Planner, presented the staff report for this case. Jay Bates, applicant, was in attendance. The 20 acres are located at the northeast corner of the intersection of W Road 3 South and S Road 1 West. The property directly to the north is an existing slaughterhouse. The current zoning is AR-5 (Agricultural 5-acre minimum) and the new zoning requested is SR-1, (Single Family Residential 1-acre minimum). Heng described the surrounding area as AR-5, with Multiple Family Residential and Mobile Home Park directly north of the site. To the west are properties located within the Yavapai County Jurisdiction.

The rezone request to SR-1 is in conformance with the General Land Use Map, which designates the area as Medium Density Residential (2 acres or less). If this request is approved, the applicant intends to use this site for a 15-lot, 1-acre subdivision. **Heng** displayed a proposed subdivision site plan map showing the lot layouts. **Heng** stated that a Neighborhood Meeting was held on November 30, 2022 with nine community members in attendance. Topics of concern included drainage, runoff/flooding, parking configuration, water availability, traffic, and decreasing home values. Staff received one public comment in opposition of the rezone request. Requirements during the Preliminary Plat process will require that the applicant include an odor disclaimer and buyers must sign a Noise and Odor Disclosure Acknowledgement. Staff recommends approval of ZC-2022-10.

Merritt asked if the Commissioners had any questions for staff. **Switzer** asked how long the packing plant had been located there. **Merritt** shared that it had been there since he moved here in 1979. A member of the audience shared the date of 1971. There were no further questions for staff.

Jay Bates of Right Homes, applicant, stated that his plans are to create 15 lots, minimum 1-acre each subdivision with paved roads to be dedicated to the town. He is providing required dedications along W Road 3 South, as well as S Road 1 West adjacent to the subdivision frontage. **Merritt** asked what type of homes were being placed on this property. **Bates** stated they would be manufactured homes. **Penn** asked about water and sewer. **Bates** stated that the homes would be on well water and septic systems.

Merritt opened the meeting to public comments, giving instruction to those in attendance.

Heather Reinhard stated that she believes that owners can do whatever they want with their properties but shared that this rezone bothered her. The reason the rezoning bothered her is that it didn't make sense. There are lots of subdivisions scattered around the area and lots of open spaces too. But the main reason, she stated, is that homes are not selling right now and didn't see the point of creating an additional subdivision. She doesn't like packing subdivisions all together, which eliminates open spaces within the community, losing the country feel that is Chino. She wants to keep open spaces, and in turn, the wildlife. She wants the country feeling and doesn't think a subdivision on that corner is a good fit.

Suzy Bailey shared that she has lived in the county across the road at 1150 W Road 3 South for 17 years and has been a realtor in the area for the last 22 years. She followed the status of this property from estate sale to the purchase by this developer for \$320,000. **Bailey** said she knows that the developer has the choice to place manufactured homes on his property, but referred to the subdivision to the north, Wagon Wheel Ranch, where the homes are all stick-built and it is zoned SR-1. She said that that subdivision has water and sewer services and felt that water could be brought down the road to this property (with water being closer than sewer). She is concerned about the county road width of 40 feet, and the increase in traffic this project would bring. This is a major concern. She stated that this property owner has a prior history of not filing a public report for a prior minor land division. It was very important to her that the proper public reports for the subdivision be filed with the state and not just that the zoning was handled properly. She expressed concerns about this project being on individual wells and septic tanks, and asked about that approval process.

Brad Magee, resident in the county at 1350 S Road 1 West, stated that S Road 1 West near the slaughter house is very narrow and that the road is not monitored properly, there are a lot of speeders. **Magee** inquired what the Town was planning to do about the poor road condition, speeders and additional traffic this project will add to that road. He was also concerned because the lot sizes in the County were larger than the proposed lots in the Chino Valley Town Limits, so there was no consistency in parcel sizes between the Town and the County. He shared that there was already a well being drilled there and questioned if there would be individual wells, or one well serving all the lots. He also stated that there are homes on city water to the north. The impact to the water table is a big concern.

Virginia Reinhard read a poem she wrote as a sophomore in college while living in Los Angeles. The poem reflected on how all the fields, forests, and animals had disappeared from Los Angeles, leaving only homes and lights for miles on end. She did not want that to happen here in Chino Valley. She stated she enjoys seeing the wild animals roam around the area and hates the thought of losing all the wildlife to development here in Chino.

Larry Yentes of 1154 W Road 3 South and has lived here for 14 years. **Yentes** had concerns about the water. He stated that his well is dropping about 1 ½ feet each year. He felt that Chino Valley Aquifer couldn't handle the water demand and feels only 10-15 years of water is still available. He questioned if the new well was tested for chemicals, arsenic and was ok for human consumption. He felt that the mayor and newspaper editor should dig into the current water issues.

John Garden wished all a safe, happy and prosperous new year. He stated that the Town is "behind the 8-ball" on infrastructure. He felt that this project and all projects should tie into the town sewer system so that water could be sent back down to the aquifer. He inquired as to who the manufacturer of the manufactured homes would be, to ensure no conflict of interest with "certain individuals" within the town.

Bea Garcia stated she agrees with all the speakers before her. She added that retirees save to move to a rural country-feeling place to live. A manufactured home subdivision is not something nice to look at. She stated that at the neighborhood meeting, a neighbor suggested that the developer put a block wall around his subdivision. The developer stated that if they didn't want to look at this subdivision, they could put up their own wall.

Mary Seale also stated that she too, agreed with the previous speakers. There are water and sewer issues. She wanted to know how this project fit in with the general plan currently being developed and asked if this project should wait until the next general plan defines where the citizens want to have this type of development located.

There were no further comments from the public.

Merritt closed the public comment period and opened the discussion with the commission. **Heng** returned to the podium. **Merritt** asked about restrictions as to where manufactured homes could be placed. **Dingee** responded that the town code does not currently limit home locations by building type. Manufactured homes are allowed anywhere that Single Family homes are allowed, with the exception of Multi-Family and Manufacture Home Park Zoning.

The next topic addressed by **Merritt** was regarding roads and traffic studies. **Dingee** confirmed that this project was proposed to have individual wells and septic systems. **Dingee** responded that the Public Works Director, Frank Marbury, was still on vacation. However, there were Public Works comments submitted for the rezone regarding right-of-way dedication, street improvements and internal street requirements. The Civil drawing review process includes drainage, grading, and all aspects of the land preparation. **Merritt** asked if a traffic study would be required. **Lineberry** said no, it was not. **Merritt** added that the owner is not required to improve the roads beyond the property boundaries.

Merritt identified water issues as the next topic of questions. **Dingee** shared that the Wagon Wheel Subdivision mentioned earlier in the meeting, was **NOT** on Town of Chino Valley water or sewer. The water for that subdivision was provided by the City of Prescott as a Chino Valley Irrigation District reimbursement area. There is no legal obligation to serve this subdivision by the City of Prescott. He also shared that the closest town water lines are located at Center Street. A 'ballpark' cost of extending utilities is around \$200 per linear foot.

This project fits with the current general plan, but a comment was made to wait see what the new General Plan looks like. **Lineberry** stated that the town has a current general plan in place and that the commission and staff need to rely on that plan. The Commission does not have a way to stop development and wait for the new plan. **Merritt** felt that the General Plan was not going to change that much in this area.

Zamudio asked if there was just one well for the whole subdivision. **Merritt** stated that the applicant would answer that question and the block wall concern. He also stated that the county and town zoning is different in this location.

Heng displayed Attachment A on the overhead screen. **Dingee** made an edit to Condition 3b, which say Road 3 North – it should read Road 3 South. **Switzer** asked about the lot sizes to the west of this project. **Heng** responded that they were 2.5 acres.

Somerville directed all to look at Attachment C, Summary of Neighborhood meeting comments, and asked how the developer had addressed the listed concerns. **Merritt** stated that the developer would come back up and answer that question.

Meadors asked if there were any kind of declaration provided or disclosed to any potential buyers about the slaughterhouse and about potential for buyers wells to go dry in this area. **Dingee** stated a disclosure regarding the slaughterhouse would be required by the seller. The well water drilling is regulated by Arizona Department of Water Resources (ADWR) and they provide an “Assured Water” certificate as part of the study for the pump test. **Meadors** stated that wells next to each other may not both have water. Again, **Dingee** stated that the developer has to prove to the ADWR, via pump test, that the water is available for the full 20 acres.

There was no further discussion for staff.

Merritt asked the developer to return to the podium to answer questions.

Bates, applicant, returned to the podium. He identified that each lot would have their own septic and their own well, as approved by the state. He was not sure about the gallons per minute, he added each home would have full filtration to remove arsenic and the water would be tested. **Bates** shared that as a licensed dealer for manufactured homes, he would be using Cavco or Champion homes.

Bates added that fencing is not required and people want to be able to enjoy the views, you lose the ‘country-feel’ with a block wall. These homes are affordable compared to stick-built homes in the area. These are nice homes and affordable. His business has placed and sold approximately 75 homes in Chino Valley over the last several years. He addressed the issue identified by Suzi Bailey for the cease and desist order. It was a project partnered with Embry Riddle Aeronautical University (ERAU) to provide affordable staff housing. Somebody wrote to the state that there were no curbs and gutters. Improvements were not needed at the time of development (4 years ago). When he needed a state report, he got one.

Bates explained about this property is being designed by a civil engineer, this includes drainage and grading, which could sometimes improve any run-off. The roads must meet requirements for school buses and fire vehicles. The Town Engineer reviews and identifies that the plans meet conformance with the all the applicable town codes.

Bates addressed that were no plans for garages to be built for these homes, although there is adequate property on a 1-acre site to build one, and to provide for parking. **Merritt** asked if any CCR’s would restrict parking or the building of a garage. **Bates** stated there would not be restrictions on garages, other than Town Code requirements.

Bates informed the commission that all the paperwork for the wells has been turned into ADWR and that the state is working on the assured water supply forms. He added that this was a 100-year assurance and the cost for the application is around \$65,000.

Merritt shared the concern about the quality of Road 1 West. **Bates** shared that his responsibility is the road in front of his project and the road within his project. The cul-de-sac will meet town code and will be dedicated to the town.

Merritt brought up the concern regarding property value being reduced in the county. **Bates** stated that his homes are not the "old trailer house". They have amenities like nine-foot ceilings, walk-in glass showers, they are very nice. He invited anyone to stop by and see them. He added that these homes would give others the chance to realize their dream of owning a home on 1-acre and starting a life here in Chino Valley, as others have done.

Somerville asked for clarification on preparing the land for the homes. **Merritt** shared that drainage must continue to enter and leave the site in the historical locations, with no increase in run-off amounts. **Merritt** stated that all the ground work must be designed by a certified civil engineer and stamped approved by that engineer, then the plans are reviewed and approved by town staff if they meet the towns' requirements for a subdivision.

Penn asked about the timeframe for water approval from the state. **Bates** stated that the application is in the review process with the state and he should have their determination in 1-2 weeks. **Meadors** asked if **Bates** would consider having 2-acre lots instead of 1-acre lots to match the surrounding area. **Bates** stated that all the lots to the north of the packing plant are 1-acre parcels and that is what he is requesting. **Merritt** concurred that all the parcels to the north, up to the next road, are zoned SR-1, 1-acre in size.

Merritt closed the public hearing.

Pasciak made a motion to recommend approval of ZC-2022-10 subject to staff report and Attachment A, **Zamudio** seconded the motion. A voice vote was taken and the motion failed. The case was denied by a 3-4 vote. (**Somerville, Switzer, Meadors & Penn** voted Nay). The nay votes explained their vote.

Somerville agreed with the comment from the public that this project should wait until more work is done on the new general plan, for a project like this. He stated he is always concerned about water and loss of water supply. The road is a county road, and the town can't fix a county road. He drives that road and people drive it at 70 mph. The road needs to be widened.

Switzer would like to see it stay at AR-5 since it's right next door to the packing plant. He understood that there was a noise and odor disclosure agreement to sign by the resident. The packing plant has been there since 1971 and they have rights too. Just because you purchase property with AR-5 doesn't mean it can automatically be rezoned to SR-1. He felt that the home values in the County would be affected, with manufactured homes across the street. County residents are our residents here in Chino Valley (not the town). Water did not affect his decision since that is out of the Town hands and sits with the State ADWR, but it is the elephant in the room. **Switzer** stated that he believes that the 100-year water supply is a crock, and that it did not affect his decision to vote nay.

Meadors knows people that have to haul water, because of where the granite goes through the area. She shared that she would like to see the project as 2-acre lots, not 1-acre so there are only half the number of wells. She stated concern about lack of water in that area for that many properties.

Penn stated that water is a concern in this area and wanted to wait to see what the 100-year report has to say. Just because an owner wants to divide property, it's not guaranteed. He felt traffic congestion was a consideration.

Attachment 3
Letters from the Public
ZC-2022-10
Town Council
January 24, 2023

Chino Valley Town Council

Case # ZC-2022-10

Subject Water:

January 6th, 2023

My well was drilled and pump installed in 1995 by a local well drilling Co. At that time I was told my pump was in approximately 50 ft of water. In 2012 we had to replace the pump. At that time I was told my pump was in approximately 30ft of water.

I don't know how the boys in Phoenix came up with the 100 year sustainable water supply. We are in a state of overdraw of the aquifer, wells are going dry in Chino Valley now.

Jay Bates and Co. bought 20 acres in Chino Valley. They knew the zoning was (AR5), now they want to change it to (SR1). We don't need to rezone land from low density to high density. We need less overdraw not more.

In 1980 Lake Powell was at full pool, at this time Lake Powell is down 175 ft and still dropping, we are running out of water.

Subject Compassion:

Jay Bates and Co. talked about compassion for home buyers that could not afford homes in Prescott or Prescott Valley. If that were true, Bates and Co. would have bought land outside the town of Chino Valley. Less cost for home , not have to pave a road, less cost for home, not have to place home on concrete or block foundation, less cost for home , not having to change zoning, less confusion. Mr. Bates and Co. as all companies are in it for the money.

The Town of Chino Valley is showing compassion for low income housing. The 25 unit proposed Paloma Village in Chino Valley is one.

Now the town should show compassion to all home owners already here. Before the wells go dry.

Respectfully Submitted

James R. Caraker



1015 W Rd 3 South

PO BOX 1904

Chino Valley, AZ 86323

December 1, 202

Attn: Planner Bethan Heng
Re: Concerns on case # ZC-2022-10

When Jay Bates purchased the property at W Road 3 So. And Road 1 West,
he knew the zoning was AR-5.

If the town of Chino Valley grants this request to rezone to SR-1, not only will it
impact the low density neighborhood, it will also impact the aquifer that is already
in a negative drawdown. Wells are already going dry in Chino Valley.

It is time to take into consideration the homes that are already here. Keep the zoning as it is..
there are lots of one acre parcels in the Chino Valley area.

Respectfully submitted,


James Caraker
1015 W Rd South

Attachment 4
Staff Report – P&Z January 3, 2022
ZC-2022-10
Town Council
January 24, 2023



TOWN OF CHINO VALLEY
Planning Commission Staff Report
January 3, 2023
File Number ZC-2022-10
Rezone

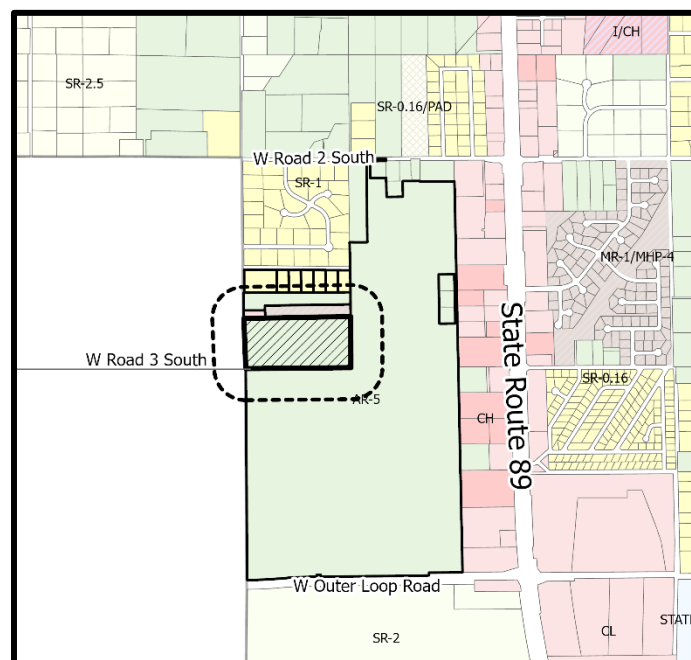
PROJECT DESCRIPTION

This is a request by Jay Bates to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the northeast corner of West Road 3 South and South Road 1 West, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
North	Multiple Family Residential (MR) & Mobile Home Park (MHP) & Commercial Light (CL)	Residential and Slaughterhouse	Medium Density Residential (2 Acres or Less)
South	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
East	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
West	(RCU-2A)	Residential	Yavapai County Jurisdiction

LOCATION MAP



PRIOR SITE ACTIONS:

Land Division Status

1973 – Result of Split from APN 306-33-009 (Sibling Parcel APN 306-33-009B).

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Rezone of approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1) with Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

Move to **APPROVE** Rezone ZC-2022-10 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL:

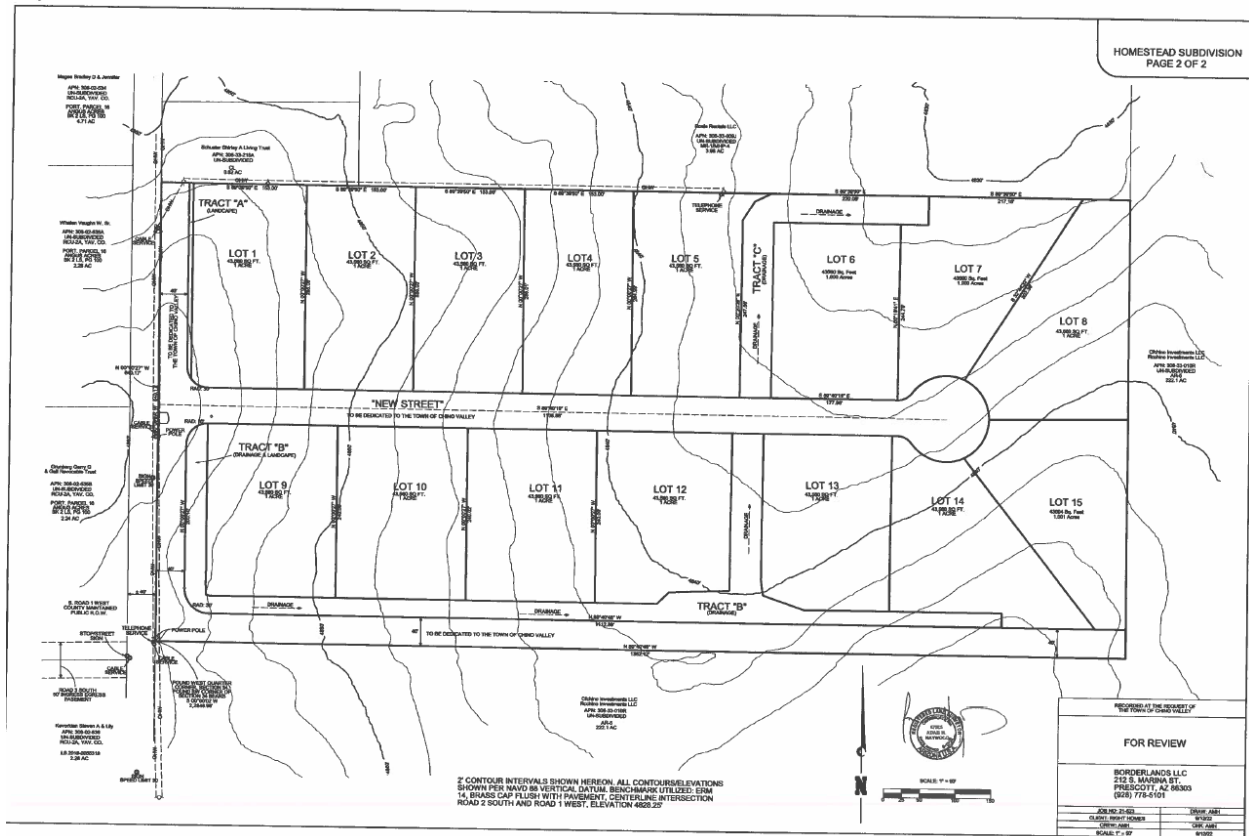
By approving this Rezone, the Planning and Zoning Commission is recommending approval to Town Council to approve the Rezone of approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1), subject to the staff report and information provided during this hearing.

Staff Analysis:

The applicant is applying to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1), for a 15 1-Acre lot subdivision.

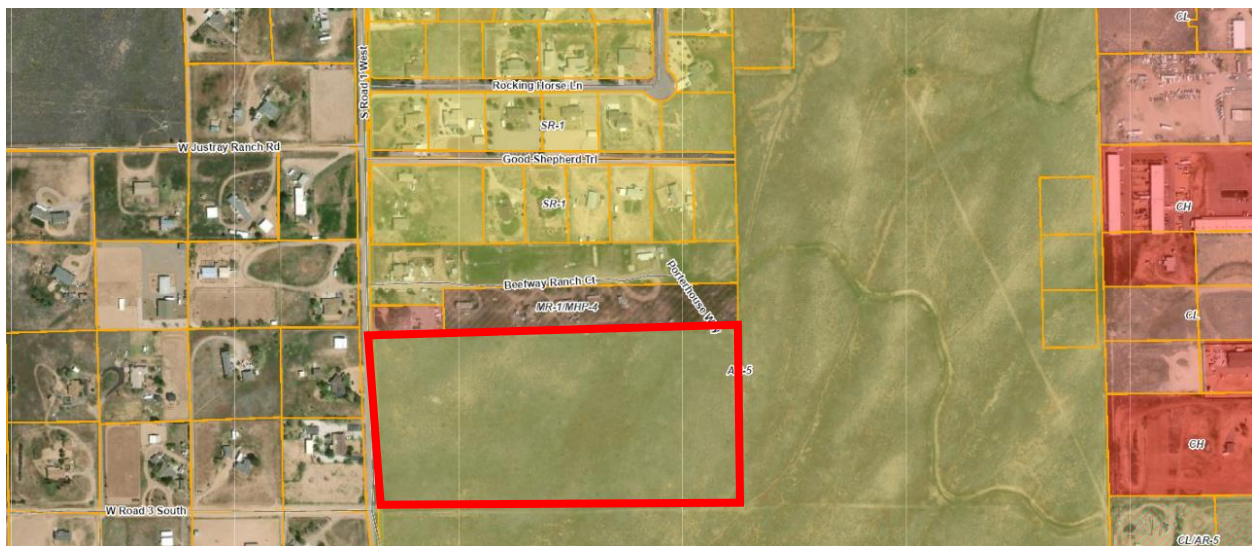
To the north of the subject property is a slaughterhouse. Town Staff was informed during the Neighborhood Meeting that during the summer, odor emitted from the activity happening in the slaughterhouse impacts the surrounding neighborhood. At the stage of Preliminary Plat submission, the applicant will need to include a disclaimer in a prominent location on the front page of the Final Plat for potential odors and noises originating from the adjacent slaughterhouse and their potential to impact future home buyers within this subdivision. At point of sales within the Subdivision, the developer must supply buyers within the Subdivision, as part of their closing documents, A Noise and Odor Disclosure Acknowledgment to sign. The buyer acknowledge that they are purchasing property adjacent to a slaughterhouse, which may generate odors and noises associated with that land use.

Homestead Subdivision Plat Submitted by Applicant at Point of Application



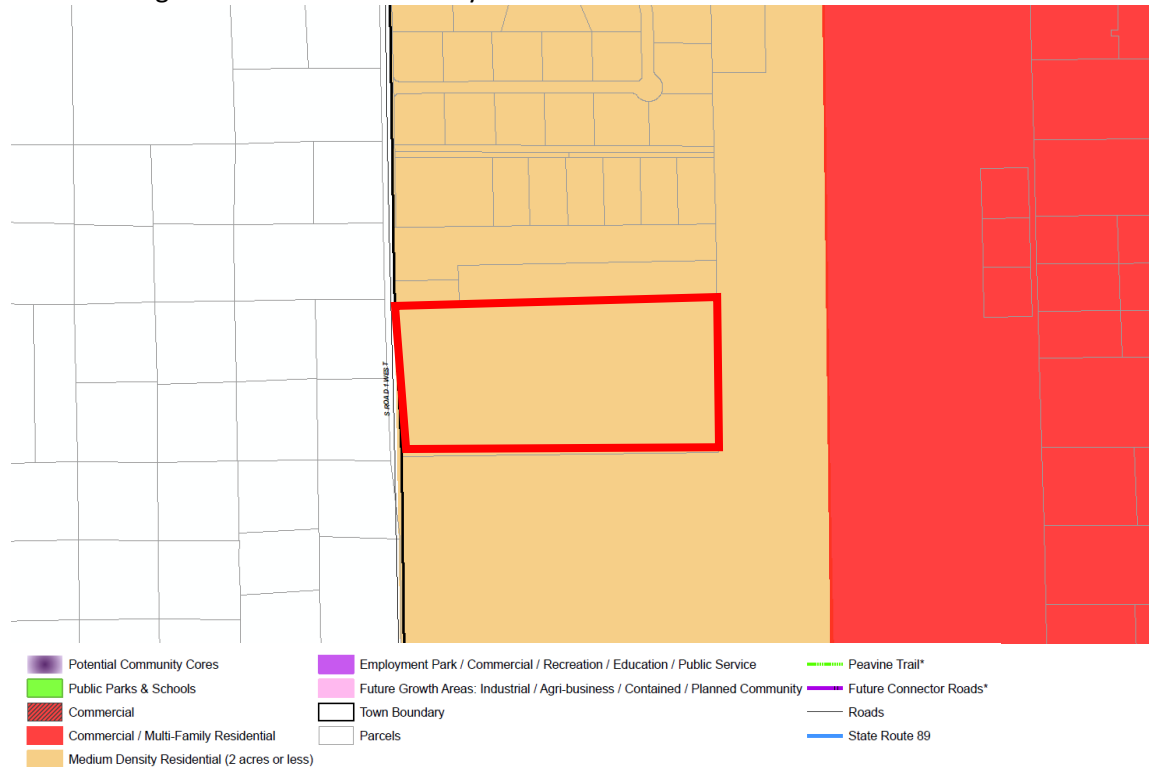
Zoning

Section 3.11 of the Unified Development Ordinance list "One (1) single-family dwelling" as a Permitted Use. The applicant intends for a residential subdivision of 1-acre lots with a single-family dwelling on each lot.



General Plan

The General Plan designates the subject property as Medium Density Residential (2 acres or less). The requested rezone from AR-5 to SR-1 is consistent with The General Plan land use designation of Medium Density Residential.



PUBLIC COMMENTS RECEIVED: Town Staff Received 1 Public Comment.
See Attachment F

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON: December 1, 2022

☒	Applicant agreed with all of the conditions of approval on (December 12, 2022)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E	F
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research	Public Comment

PREPARED BY:

DATE:

BETHAN HENG, PLANNER
(BHENG@CHINOAZ.NET)
928 636-4427 - x1295

DECEMBER 12, 2022

APPROVED BY:

LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by Town Council.

Public Works/Engineering: Frank Marbury, Director, (928) 636-7140 - x1226

3. The owner shall dedicate right-of-way per UDO § 5.3.2 as follows:
 - a. South Road 1 West half-width: 40' east of the western line of section 34.
 - b. West Road 3 North half-width: 40' north of the east-west mid-section line of section 34.
 - c. Internal Street: Minimum right-of-way full-width is 50'. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet. The cul-de-sac shall terminate in a circular right-of-way 60' in radius.
4. The owner shall construct half-width improvements on the east half of South Road 1 West along the subdivision's frontage per the Town's Urban and Rural Roadways map as follows:

The improvements shall include, at a minimum, a 12' paved through lane, a 5' paved shoulder and a road side ditch.

5. The owner shall construct the following onsite improvements per UDO § 5.3.2:

Internal Street: Per Rural Local Road standards that includes 24' wide minimum asphalt roadway, 5' shoulder with thickened edge. The cul-de-sac shall have a minimum improved traffic turning circle 48' in radius.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

NO EXTERNAL AGENCY COMMENTS RECEIVED.

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: NOVEMBER 30TH, 2022

LOCATION: ON SITE - NORTHEAST OF INTERSECTION AT WEST ROAD 3 SOUTH AND SOUTH ROAD 1 WEST.

ATTENDEES:

AGENT/DEVELOPER: JAY BATES (DEVELOPER), ADAM HAYWOOD (SURVEYOR)

TOWN STAFF: WILL DINGEE (SENIOR PLANNER), BETHAN HENG (PLANNER)

NINE NEIGHBORS IN ATTENDANCE - KEN KRONVOLD, GERRY GRUNBERG, SHIRLEY SCHUSTER, AL AND BEA GARCIA, STEVE KEVORKIAN, LELAND AND RENEE YARBROUGH, AND JAMES CARA

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

- Inadequate Drainage and increased run-off on site. Water tends to pool on subject property during monsoon seasons.
- Increased flooding in surrounding neighborhood.
- Concerns regarding Intended parking plan - Garages or on street parking.
- Decrease in water availability, and decrease in water table level.
- Increase in traffic on and degrading the quality of S Road 1 West.
- Concerns regarding increasing density in the neighborhood.
- Concerns regarding decreasing Home values.

ATTACHMENT D
SITE PLAN AND EXHIBITS

APN# 306-33-009A

ADDRESS: NORTHEAST OF INTERSECTION AT WEST ROAD 3 SOUTH AND SOUTH ROAD 1 WEST.



ATTACHMENT E
STAFF RESEARCH

	STAFF RESEARCH – ZONE CHANGE CASE #: ZC-2022-10 CASE PLANNER: BETHAN HENG
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I. PROJECT DATA

Project Location:	Northeast of intersection at West Road 3 South and South Road 1 West.					
Parcel Number(s):	306-33-009A					
Parcel Size(s):	20 Acres					
Total Acreage:	20 Acres					
Proposed Dwelling Units:	20					
Address:	None assigned.					
Applicant:	Jay Bates, Right Homes					
Applicant's Agent:	Adam Haywood					
Land Use Conformity Matrix:	Conforms:	Yes	X	No		
Zoning Overlay	PAD		N/A			

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
North	Multiple Family Residential (MR) & Mobile Home Park (MHP) & Commercial Light (CL)	Residential and Slaughterhouse	Medium Density Residential (2 Acres or Less)
South	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
East	Agricultural Residential 5-Acre Minimum (AR-5)	Vacant	Medium Density Residential (2 Acres or Less)
West	(RCU-2A)	Residential	Yavapai County Jurisdiction

Prior Cases or Related Actions:					
Type	Conforms				Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		November 13, 1970 – 1 st Annexation
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	
Rezone	Yes		No	X	
Subdivision	Yes		No	X	
Conditional Use Permit	Yes		No	X	

**ATTACHMENT E
STAFF RESEARCH**

Pre-Application Meeting	Yes	X	No		December 15, 2021 – PA21-21 “Homestead Subdivision”
Enforcement Actions	Yes		No	X	August 9, 1974 – “Violation of Zoning Codes”, although not specified what the violation was.
Land Division Status:	Yes	X	No		1973 – Result of Split from APN 306-33-009 (Sibling Parcel APN 306-33-009B)
Irrigation District:	N/A				
<u>Detailed Narrative</u>	This is a request by Jay Bates to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1), for a 15 1-Acre lot subdivision.				

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:		
Land Use Designation:	Medium Density Residential (2 Acres or Less)	
Issues:	N/A	
Public Services Element:		
Water Facility Plan:	Source:	Existing City of Prescott 8” or 6” Water main located 1,460 ft North of Site.
Sewer Facility Plan:	Treatment:	12” Existing Gravity Main and 8” Existing Gravity Main located 1.11 mi North of Site.
Issues:	N/A	
Safety Element:		
Flood Plain Designation:	N/A	
Issues:	N/A	
Transportation Element:		
Road Classification	Not Designated	
Issues:	N/A	
Parks and Rec Element:		
Closest Park:	Peavine Trail 3.5 Miles from location.	
Within 1 mile of the Peavine Trail?	No.	

NOTIFICATION

- | | |
|--|--|
| <ul style="list-style-type: none"> Legal Ad Published: (12/06/22) 400’ Vicinity Mailing: (11/14/22) 19 Commenting/Reviewing Agencies noticed: (11/10/22) | <ul style="list-style-type: none"> Neighborhood Meeting: (11/30/22) Hearing Dates: (01/03/23) Comments Due: (11/28/22) |
|--|--|

External List (Comments)	Response Received	Date Received	“No Comment”	Written Comments	Comments Attached
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ATTACHMENT E
STAFF RESEARCH

Chuck Dowdy – CAFMA	N				
Samantha Alvarez – APS	N				
Richard Perez - A.D.O.T.	N				
Ralph Baker – C.V.I.D.	N				
Suzanne Ehrlich – YC ENV	N				
Jose Galvez – YC Health	N				
SparkLight Cable	N				
LUMEN	N				
Unisource Gas	N				
CVUSD	N				
United States Postal Service	N				
<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	“No Conditions”	Written Conditions	Comments Attached
Bethan Heng – Planner (DS)	N				
Will Dingee – Senior Planner (DS)	N				
Laurie Lineberry – DS Director	Y	11/28/22		X	X
Frank Marbury – PW Director	N				
Steve Sullivan – Assistant Engineer (PW)	Y	11/28/22		X	X
Dan Trout – CBO (DS)	N				
Damon Stanley – Code Enforcement	N				
Chuck Winn – Chief of Police (Police)	N				

ATTACHMENT F
PUBLIC COMMENTS

PLEASE SEE FOLLOWING PAGES.

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2023-931

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 20 ACRES OF REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF WEST ROAD 3 SOUTH AND SOUTH ROAD 1 WEST, FROM AGRICULTURAL RESIDENTIAL 5-ACRE MINIMUM (AR-5) TO SINGLE FAMILY RESIDENTIAL 1-ACRE MINIMUM (SR-1).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 20 acres of real property (APN 306-33-009A) located at the northeast corner of West Road 3 South and South Road 1 West, from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1), as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission did not recommend approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 20 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from Agricultural Residential

5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1), subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulations:

1. The property owner shall sign and notarize a Waiver of Claims form that the staff will record with the County Recorder against the property.
2. The owner shall dedicate real property for use as right-of-way per UDO § 5.3.2, as follows:
 - a. South Road 1 West half-width: 40' east of the western line of section 34.
 - b. West Road 3 South half-width: 40' north of the east-west mid-section line of section 34.
 - c. Internal Streets: at the minimum right-of-way full width as set forth in the UDO.
3. The owner shall construct half-width improvements on the east half of South Road 1 West along the subdivision's frontage, per the Town's Urban and Rural Roadways map, as follows:

The improvements shall include, at a minimum, a 12' paved through lane, a 5' paved shoulder, and a road side ditch.
4. The owner shall construct onsite improvements per UDO § 5.3.2, as follows:

Internal Streets: per Rural Local Road standards, as set forth in the UDO, including 24' wide minimum asphalt roadway and 5' shoulder with thickened edge.

Section 3. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. 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 ordinance.

(SIGNATURES ON THE FOLLOWING PAGE)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 24th day of January, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2023-931 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on January 24, 2023, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2023-931

[Description]

All that portion of the West 1/2 of the Northwest Quarter of Section 34, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, per survey by Robert L Glover, completed December 1972, described as follows:

Beginning at the West Quarter corner of Section 34;

Thence North 0°00'06" West, 639.78 feet;

Thence South 89°40'39" East, 1361.25 feet;

Thence South 0°06'22" East, 639.78 feet;

Thence North 89°40'39" West, 1362.23 feet to the POINT OF BEGINNING.

EXHIBIT 2
TO
ORDINANCE 2023-931

[Zoning Map]

