



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
Tuesday, January 28, 2014
6:00 P.M.**

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

AGENDA

- 1) CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**

- a)** Operational Report by Tracie Schimikowsky, Director, Chino Valley Area Chamber of Commerce.

- 3) CALL TO THE PUBLIC**

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

- 4) RESPONSE TO THE PUBLIC**

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

- a)** Sewer fee increases and costs of sewer services.
- b)** Sewer payment process and sewer odors in neighborhood.
- c)** Town Council's authority and responsibilities under the council-manger form of government.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

- a) Report by Town Manager Robert Smith regarding 2013 accomplishments and upcoming projects.

6) **CONSENT AGENDA**

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

- a) Consideration and possible action to approve the January 14, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve Resolution No. 14-1022, disbanding the Town of Chino Valley Mayor's Ad Hoc Flood Control Committee, originally established by Resolution No. 11-973 on October 25, 2011.

7) **ACTION ITEMS**

- a) Consideration and possible action to approve Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract with Valley Collection Service, LLC. (Joe Duffy, Finance Director)

Recommended Action: Approve Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract with Valley Collection Service, LLC.

- b) Consideration and possible action regarding establishing a Mayor's Ad Hoc Recreational Committee to research land uses at Old Home Manor for recreational purposes. (Mayor Marley)

Recommended Action: Direction to staff.

- c) Consideration and possible action regarding the Council Study Session schedule. (Mayor Marley)

Recommended Action: Direction to Staff

- d) Consideration and possible action to amend the regular meeting agenda format by moving Executive Sessions after the Consent Agenda. (Mayor Marley)

Recommended Action: Direction to Staff.

- e) Consideration and possible action to approve a Resolution in support of the Owner Occupied Housing Rehabilitation Program and restoration of Housing Trust Funds (HTF) to the state budget..

Recommended Action: Authorize the Mayor to sign the resolution supporting the restoration of State Housing Trust Funds (HTF) and maintaining the current allocation of 2013 HOME funds to the Owner Occupied Housing Rehabilitation Program.

8) EXECUTIVE SESSION

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

- a) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Mayor Marley)

9) ACTION ITEMS RESUMED

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

- a) Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Mayor Marley)

10) ADJOURNMENT

Dated this 23rd day of January, 2013.

By: **Jami C. Lewis, Town Clerk**

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **2. a.**

Meeting Date: 01/28/2014
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Presentation Only
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Operational Report by Tracie Schimikowsky, Director, Chino Valley Area Chamber of Commerce.

SITUATION & ANALYSIS:

Per the Chamber's accountability contract with the Town, Section 5 provides that "At the completion of the Service, Chamber shall submit to Town an itemized report setting forth how the funds received from the Town were expended." Ms. Schimikowsky has requested to do a mid-year report.

Attachments

PowerPoint Presentation

Chino Valley Area Chamber of Commerce

Visitor Center Info

- Beginning September 1, 2013, we are tracking
- Meeting attendees
- Visitor Center traffic:
 - Local (Chino Valley residents only)
 - In-State
 - Out-of-State
 - International

FY14 Visitor Information

- July-December - 987
- Local (Chino Valley only) – 781
 - (includes 88 attendees for meetings; event vendor apps, etc.)
- In-State – 124
- Out of State – 72
- Foreign – 10
- Phone calls: Total 1,319
- Volunteer Hours: 864 (Value \$17,349.12)
- Staff Hours: 124 (Cost \$2,202.28)

Hospitality Industry Taxes

- As a Destination Marketing Organization (DMO), these are some of the factors we keep track of with regard to visitation & tourism.
- **Accommodation**
- **Restaurant/Bar**
- **Retail/Trade**
- **Others would include:** Arts & Entertainment & Services
- Will be doing monthly comparisons for trends: Low, shoulder and high season
- Note: AOT research indicates that 75% of these taxes come from non-residents.
- Chamber looks at all sales tax collections for trends

Destination Drivers

- A Destination Driver is an entity that draws people into the community, as opposed to serving those that are already there
- Chino Valley Destination Drivers:
 - Chino Valley Shooting Range
 - Freeman Farms
 - Granite Creek Winery
 - The Garchen Institute
 - Historical Museum
 - USDA Forestry Office
- There could be additional destination drivers to be identified and have to be approved by the Arizona Office of Tourism

Scope of Services - Update

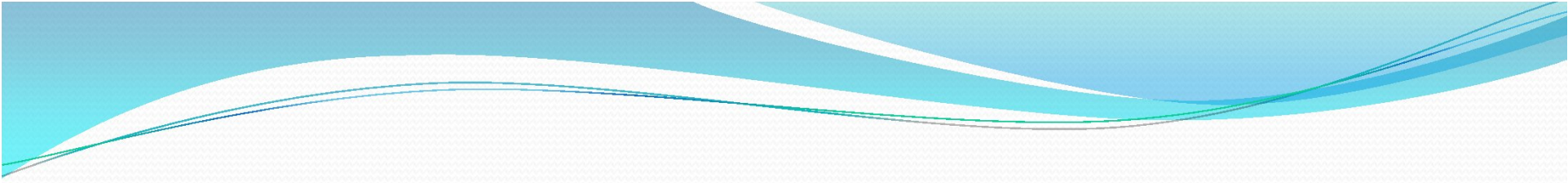
- Accommodation, Attraction, Dining & Event Guide – In the draft stages. Will have listing as well as a map identifying the locations.
- Expanding the Visitor Center to hold more brochures, periodicals. Provide more space to showcase the Town & Business Support Center
- Citizen's Academy program dates established for Spring 2014
 - February 27th – April 17th
- Attended:
 - PVEDF meetings
 - GRPEP meeting
 - AAED Northern AZ Symposium in the Verde Valley
 - ABEC Business-Education Summit
 - ADOT meeting

Scope of Services – Update cont'd

- Assisting Robert & Ruth on Economic Development information, etc.
 - Attended NACOG Economic Dev meeting for OHM infrastructure grant application presentation
- Added Tools for Business on website
- Updating the chinovalley.org website to have additional information for Chino Valley
- Working with Chino Grinder (Epic Gravel Rides) RE: Endurance Race in Chino Valley

Upcoming

- Announcing new businesses & long time businesses at Council meetings
- Researching opportunities to market Chino Valley through the Arizona Office of Tourism Co-Op Marketing program in FY15



Thank You!
Questions
Tracie Schimikowsky
928-636-2493
director@chinovalley.org
or
Board of Directors



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. a.**

Meeting Date: 01/28/2014

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 14, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the January 14, 2014 regular meeting minutes.

Attachments

January 14, 2014 minutes

DRAFT

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

**TUESDAY, JANUARY 14, 2014
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, January 14, 2014.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik

Staff Present: Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Police Officer Jeff Pizzi; Town Engineer/Public Works Director Ron Grittmann; Civil Engineer Richard Straub; Utilities Supervisor Chris Bartels; Planner Ruth Mayday; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

Councilmember Best gave the invocation and Mayor Marley led the Pledge of Allegiance.

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

a) **Recognition of various public body members for their past years of service. (Mayor Marley)**

Mayor Marley acknowledged several citizens for their service to the Town on various public bodies.

b) **Proclamation supporting the "Start By Believing" Public Awareness Campaign, sponsored by the Yavapai Family Advocacy Center. (Chuck Wynn, Police Chief)**

Mayor Marley read the proclamation and presented it Kathryn Chapman with Yavapai Family Advocacy Center and Jerald Monahan, Prescott Police Chief, representing the Yavapai Coordinated Community Response Team, who spoke about the nationwide campaign to effect positive change for sexual assault victims.

3) **CALL TO THE PUBLIC**

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

Norma Bennett, Chino Valley business owner, spoke about the upcoming sewer fee increase and the difficulty many residents had in affording their payments.

Joel Baker, resident, spoke about Council's authority and responsibilities under the council-manager form of government.

Tracie Schimikowsky, Director, Chino Valley Area Chamber of Commerce, spoke about the UPS Store's grand opening and the Spring 2014 Citizens' Academy.

Melissa O'Neil, resident, spoke about problems with the sewer payment process, as well as issues in the neighborhood with sewer smell and bad water from the private water company.

4) **RESPONSE TO THE PUBLIC**

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

There was nothing to report.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

Mayor Marley read the Monthly Mayor's Report, which pertained to the status of the draft Strategic Plan.

a) Status report on the Road 4 South extension project. (Robert Smith, Town Manager)

Mr. Smith reported on the status of:

- Road 4 South extension project
- Granite Mountain Hotshot memorial bench and plaque
- General Plan update
- Economic Development Plan, Strategic Plan, and Financial Plan
- Grants being sought
- Prescott water system purchase
- Recent energy audit

Mayor Marley asked Mr. Smith to provide a written summary of these matters to Council.

6) CONSENT AGENDA

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

Council set down consent agenda items 6d and 6c.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve consent agenda items 6a and 6b.

Vote: 7 - 0 PASSED

- a) Consideration and possible action to approve the December 10, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the December 11, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve Financial Report for the month ended November 30, 2013. (Joe Duffy, Finance Director)

Councilmember McKee asked staff to clarify current revenues and expenditures. Finance Director Duffy explained that at 42% through the fiscal year, the Town had spent 40% of budgeted expenditures.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve consent agenda item 6c.

Vote: 7 - 0 PASSED

- d) Consideration and possible action to approve Resolution No. 14-1021 to allow for the submission of an application to the Arizona Game and Fish Department for a Shooting Range Development Grant to accommodate the expansion of a 200 ~~foot~~-yard rifle range. (Ruth Mayday, Planner)

Council asked for clarification on several items. Ms. Mayday and Town Manager Smith reported that:

- Under the Town's agreement with the Sportsman's Club, the Town was obligated to seek funding for creating a 200 yard range. The application process required a conceptual plan, and due to the grant's tight timeframe, staff did not have the opportunity to bring the plan to Council.
- Although the conceptual plan included improvements for overflow and RV parking areas, these grant funds were not intended to fund them. While RV parking was important, not only for the shooting range but for other events at Old Home Manor, it was not the top priority and would need to be done separately in a phased approach.
- The grant was for \$100,000 and had a 50% match that could be met through in-house engineering of the design and moving dirt, for which the grant money could not be used.

Mayor Marley commented about placing a discussion on the next meeting's agenda to form a committee to address further development at Old Home Manor.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve consent agenda item 6b.

Vote: 7 - 0 PASSED

7) ACTION ITEMS

- a) (i) Consideration and possible action to hold a public hearing for 2014 Community Development Block Grant (CDBG) funding.
- (ii) Consideration and possible action to select a project for CDBG funding.
(Cecilia Watts, General Services Director)

Recommended Action: (i) Hold public hearing; (ii) Approve the Chino Meadows 5 paving project as the Town's selected project for 2014 CDBG funding.

Councilmember Wojcik recused himself from this item at 7:02 p.m., to avoid any appearance of impropriety, as the matter could impact his neighborhood.

Acronyms used in this item:

CDBG (Community Development Block Grant)

DOH (Department of Housing)

Ms. Watts reported that:

- The Town received an allocation of CDBG funding through the Arizona DOH every four years. DOH notified the Town that it should expect approximately \$264,220.00 in fiscal year 2014.
- Two public hearings were required as part of the funding process. 25 persons attended the first public hearing on November 12, 2013, and the only project proposed, by the Public Works Department, was for paving streets in the Chino Meadows 5 area. The overwhelming majority of the people in attendance were there to support this project, which was a continuation of projects in the Chino Meadows area to deal with drainage and access issues.
- Road projects were considered to be a high priority for DOH's five-year goals. One of the benefits of continuing a project in the same neighborhood was the ability to use the survey that was developed for the 2010 CDBG project, which "income qualified" the neighborhood, demonstrating a benefit to an area in which over 51% of the people were of low to moderate income.
- After this second public hearing, Council will formally vote on whether to use the CDBG funds for this purpose. Staff anticipated that in March 2014, once the application was complete, Council will be asked to pass a resolution allowing the Mayor to sign said application.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to open the public hearing.

Vote: 6 - 0 PASSED

Other: Councilmember Don Wojcik (RECUSE)

No one from the public spoke.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to close the public hearing.

Vote: 6 - 0 PASSED

Other: Councilmember Don Wojcik (RECUSE)

Senior Engineering Project Manager Richard Straub reported that the project proposed to pave five streets in the Chino Meadows 5 area. Town forces would repair the roadbed to keep within the available funds and the project was anticipated to take one week. If pavement costs increased between now and construction, the project would have to be scaled back.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to approve the Chino Meadows 5 paving project as the Town's selected project for 2014 CDBG funding.

Vote: 6 - 0 PASSED

Other: Councilmember Don Wojcik (RECUSE)

Councilmember Wojcik returned to the dais at 7:08 p.m.

- b) Consideration and possible action to approve a Conditional Use Permit (CUP) for a 20 MW Photovoltaic Solar Facility in the AR-4 (Agricultural Residential 4 Acre Minimum Zoning District) on approximately 200 acres of real property located immediately north of the northwest corner of the property commonly known as Old Home Manor (2100 Old Home Manor Drive), and further described as Assessor's Parcel No. 306-02-300F. (Ruth Mayday, Planner)

Recommended Action: Approve the required findings and Conditional Use Permit (CUP) for the construction and operation of a 20 MW Photovoltaic Solar Facility at 2100 Old Home Manor Drive, as set forth in the proposed Use Permit.

Acronym used in this item:

CUP (Conditional Use Permit)

OHM (Old Home Manor)

Ms. Mayday reported that:

- Property owner/applicant, Wilkinson Investments LLC/RES America Developments, Inc., filed an application with the Town requesting a Conditional Use Permit for a 25-year period, to construct and operate a 20 MW Photovoltaic solar energy facility in the AR-4 Zoning District.
- On November 14, 2013, notices were mailed to the surrounding property owners within 300 feet of the subject property in lieu of a neighborhood meeting, as only one of the adjoining property owners was not a public utility, or a party to the proposed project, or the Town of Chino Valley, in accordance with the Unified Development Ordinance.
- A public hearing was held before the Planning and Zoning Commission on December 3, 2013, during which there were no public comments nor objections. The Commission voted to recommend approval and to forward an ordinance granting the Use Permit to Council.
- Upon review of the proposed ordinance, the Town Attorney advised staff that approval of CUPs did not require an ordinance and was more appropriately done by Council making the required findings and approving a document granting the use permit and setting forth the conditions of approval. The proposed CUP included the Commission's recommended

findings and conditions.

- Conditions of the CUP included: a landscaping feature at the entrance of the OHM industrial park; signage at the northeast corner of Perkinsville and Jerome Junction Road; extension of Jerome Junction Road to Rodeo Drive; fencing around the facility; and limiting the property to photovoltaic use. A small 2,000 square foot building would be used for storage and occasional use when people visited the site.
- Whether or not the facility would be turned over to APS was yet to be determined.
- Errors in the proposed CUP with regard to dates and zoning district designation will be corrected.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve the required findings and Conditional Use Permit (CUP) for the construction and operation of a 20 MW Photovoltaic Solar Facility at 2100 Old Home Manor Drive, as set forth in the proposed Use Permit.

Vote: 7 - 0 PASSED

- c) Consideration and possible action to approve Agreement to Relocate an Overhead Transmission Power Line with Arizona Public Service (APS) for the relocation of conflicting power poles along the Road 4 South alignment, in an amount not to exceed \$60,000.00. Funds to come from Roads Impact Fees, and will be accounted in the Capital Improvements Fund. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement with APS for relocating conflicting power poles along the Road 4 South alignment, in an amount not to exceed \$60,000.00.

Mr. Grittman reported that:

- The Road 4 South project had an APS 69Kv power line that was in conflict with recently acquired right-of-way and construction alignment. The proposed agreement will authorize APS to relocate the conflicting power poles to outside the right-of-way.
- Early in the project, staff reviewed roadway alignment alternatives that would have avoided the need for this relocation. As Road 4 South's existing alignment was located completely on right-of-way acquired from State Land, each alternative would require additional land from the State Land Department, which would have been significantly more expensive than relocating the APS power poles and would have resulted in significant delays to the project.
- Because APS owned and operated the electrical system, only they could perform the relocation and the Town did not have the ability to open this to a public bidding process.
- APS was recommending that they resolve the conflict by replacing the three existing wooden power poles with one large steel pole. APS developed various other options, but each option exceeded the proposed cost estimate.
- There was an error in the staff report: the power pole relocations would be done in phase 2, not phase 1, of the project.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the Agreement with APS for relocating conflicting power poles along the Road 4 South alignment, in an amount not to exceed \$60,000.00.

Vote: 7 - 0 PASSED

- d) Discussion and possible action regarding the Agreement for Professional Consulting Services with California Skateparks, approved on December 10, 2013, including but not limited to possible legal issues with California Skateparks owners and former business relationships.
(Councilmember Linda Hatch; Councilmember Don Wojcik)

Recommended Action: Direction to staff.

Councilmember Hatch reported that:

- On December 27, 2013, several Town officials received an email through the Town's web server from Tim Donovan requesting that the Town Attorney investigate various allegations against the owner of California Skateparks ("CSP").
- In researching the matter, Councilmember Hatch found that the Los Angeles district attorney had filed criminal action against the company, and their corporate status had been revoked in California and Arizona prior to their agreement with the Town.
- However, presently, the district attorney's decision had been resolved without any admission of wrongdoing and CSP had agreed to pay legal fees. CSP's corporate status had also been remedied in both Arizona and California.
- There were questions about Council needing to reapprove the agreement since CSP was not properly registered with the Corporation Commission when it was approved, as well as verification that there was no money coming back to the Town from CSP as a result of this agreement.

Bill Minadeo, Vice-President of Sales for CSP, stated that:

- The company's corporate status was revoked due to an address change and both had been remedied.
- CSP had a current general engineering license in Arizona, valid since 2012, and the company, which had constructed 20 skateparks in Arizona, had a good reputation in the state.
- No money was coming back to the Town..

Mayor Marley also noted that these legal issues related to construction matters, and the Town was only requesting design work from CSP.

Town Attorney Smiley advised that there was no requirement in Town codes or laws requiring an entity to have filed as a corporation with the Arizona Corporation Commission; executing the agreement during the gap in corporate standing would not cause the agreement to be re-approved; and the Town was protected by the agreement as CSP was now registered and in good standing.

- e) Consideration and possible action to appoint applicants to fill vacancies on various public bodies.
(Jami Lewis, Town Clerk)

Recommended Action: Appoint applicants to the Chino Valley Planning and Zoning Commission, Senior Center Advisory Board, and Municipal Property Corporation as recommended by the Council Appointments Subcommittee.

Ms. Lewis and Vice-Mayor Croft reported that the Council Appointments Subcommittee met on December 19, 2013 and January 8, 2014 to review applications for several public bodies and to interview an applicant for the Planning and Zoning Commission. The Subcommittee was recommending that Council:

- Re-appoint Michael Edmonds, Charles Merritt, and Florence Sloan, and appoint Gary Pasciak to the Planning and Zoning Commission, with terms ending January 31, 2017.
- Appoint Anita DeMello to the Senior Center Advisory Board, with term ending June 30, 2014.
- Appoint Travis Bard to the Municipal Property Corporation, with term ending June 30, 2015.

Should Council appoint these applicants, public body vacancies still existed on the Board of Adjustment, Industrial Development Authority, Parks and Recreation Advisory Board, and Senior Center Advisory Board.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to appoint applicants to the Chino Valley Planning and Zoning Commission, Senior Center Advisory Board, and Municipal Property Corporation as recommended by the Council Appointments Subcommittee.

Vote: 7 - 0 PASSED

Mayor Marley called for a brief recess at 7:39 p.m. and called the meeting back to order at 7:53 p.m.

8) EXECUTIVE SESSION

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

- a) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Mayor Marley)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to go into executive session for the reasons stated at 7:54 p.m.

Vote: 7 - 0 PASSED

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 8:51 p.m.

Vote: 7 - 0 PASSED

- a) Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Mayor Marley)

Mayor Marley reported that Council would take no action

10) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adjourn the meeting at 8:52 p.m.

Vote: 7 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of January, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 28th day of January, 2014.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 01/28/2014
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 14-1022, disbanding the Town of Chino Valley Mayor's Ad Hoc Flood Control Committee, originally established by Resolution No. 11-973 on October 25, 2011.

RECOMMENDED ACTION:

Recommended Action: Approve Resolution No. 14-1022, disbanding the Town of Chino Valley Mayor's Ad Hoc Flood Control Committee.

SITUATION AND ANALYSIS:

Mayor Marley plans to disband the Mayor's Ad Hoc Flood Control Committee, until the state legislature approves rainwater harvesting on a municipal scale (and provides some type of water credit for the water which the Town manages to recover). Staff will keep the former members' names and contact information, as well as the sheet flooding maps and suggested retaining pond locations. This will allow the committee to restart should the state make substantial progress on the issue. He recommends that the Town continue to encourage Representative Karen Fann to push this issue forward, as it will substantially affect the Town and region in the years to come.

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Resolution 14-1022

RESOLUTION NO. 14-1022

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI,
ARIZONA, DISBANDING THE TOWN OF CHINO VALLEY
MAYOR'S AD HOC FLOOD CONTROL COMMITTEE**

WHEREAS, on October 25, 2011, the Town of Chino Valley Town Council approved Resolution No. 11-973, establishing the Mayor's Ad Hoc Flood Control Committee for certain purposes related to the researching methods of diversion, retention, and reuse of storm water in the Chino Valley area; and

WHEREAS, until the state legislature approves rainwater harvesting on a municipal scale, the Mayor's Ad Hoc Flood Control Committee cannot achieve its purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that:

The Town of Chino Valley Mayor's Ad Hoc Flood Control Committee is hereby disbanded and all of its members are relieved of their responsibilities.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution, are hereby repealed.

BE IT FURTHER RESOLVED that is any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of January, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1022 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on January 28, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 01/28/2014
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract with Valley Collection Service, LLC.

RECOMMENDED ACTION:

Approve Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract with Valley Collection Service, LLC.

SITUATION AND ANALYSIS:

The Town of Chino Valley bills for water, sewer and other services. As with all businesses of this type a certain percentage of customers do not pay their bill even after the Town has exhausted all its available efforts to collect the delinquent amounts.

The Town desires to hire Valley Collection Service, LLC to provide collection services. Valley Collection Service, LLC charges a flat rate fee of 15% of the amount collected on each account.

The Town contacted all the municipalities on the Town Clerk list serve and all the responding communities used Valley Collections except for one.

The Town Attorney has reviewed and approved the contract. The Town will "Piggy Back" with the City of Peoria's Request for Proposal.

The Finance Committed reviewed the Contract on January 21, 2014.

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Town will receive 85% of the collected funds.

Attachments

Collection Services Agreement

AGREEMENT
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
Contract No. _____

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Valley Collection Service, LLC, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

- A. Contractor has contracted with the City of Peoria to provide collection services, materials and/or equipment pursuant to Contract No. ACON26612 (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and Chino Valley Town Code § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER
SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment:

Contractor shall perform debt collection services after Town has exhausted all efforts to collect for Utility Billing, Business Licensing, Permitting and Finance Accounts Receivable and other debts as appropriate, as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to the City of Peoria shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Payment. The Contract Fee is 15% of amount collected. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

3. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

4. Contract Term and Renewal. The term of this Contract shall commence upon approval and continue through June 30, 2014, with an option of Town to renew for four (4) additional one (1) year terms. If this contract is renewed, the Contract fee shall be adjusted as provided for in the Cooperative Purchasing Contract. The Town Manager has authority to approve any renewal provided that: (1) the Contract amount does not exceed \$25,000; (2) the original prices remain in effect during the Renewal Term; or (3) the contract unit pricing does not increase or the contract pricing is adjusted pursuant to the terms and conditions of the Cooperative Purchasing Contract.

5. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name Town as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Town with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2013.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorney

EXHIBIT A
CITY OF PEORIA, ARIZONA
Notice of Request for Proposal
Acceptance of Offer and Contract Award



ALLEY COLLECTION SERVICE, LLC

7025 N. 58th Ave., Glendale, AZ 85301

(623) 931-4325, Fax (623) 934-4041

Toll Free: 1-800-244-9665

City of Peoria, Arizona

*Proposal for Revenue Collection Services
P12-0057*

April 11, 2012

Submitted by

ORIGINAL

ORIGINAL

Valley Collection Service, LLC

7025 N. 58th Avenue

Glendale, AZ 85301

Tax ID: 35-2419549

Contacts

Dale Lind, Member and Scott Maxam, Member
dale@valleycollection.com and scott@valleycollection.com

Telephone: (800) 244-9665

(623) 931-4325

Facsimile: (623) 934-4041

ORIGINAL

City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P12-0057**Proposal Due Date: **April 11, 2012**Materials and/or Services: **Revenue Collection Services**Proposal Time: **5:00 P.M. AZ Time**Contact: **Christine Finney**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: **623-931-4325** Fax: **623-934-4041**Name: **Dale Lind or Scott Maxam**Email: **scott@valleycollection.com**

Valley Collection Service, LLC

Company Name

Authorized Signature for Offer

7025 N. 58th Ave

Dale Lind

Scott Maxam

Address

Printed Name

Glendale

AZ

85301

Member

Member

City

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City, 2.) Your offer in Response to the City's Request for Proposal, 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Wanda Nelson, City Clerk

City of Peoria, Arizona Effective Date: **5/10/12**

Approved as to form:

Stephen M. Kemp, City Attorney

CC: _____

Contract Number

ACON 26612Contract Awarded Date **5/9/12**

Dan Zenko, Materials Management Supervisor

Official File: _____



A CON 26612



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initiated in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for 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; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

Materials Management

Procurement

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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Revenue Collection Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Firm Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **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.
9. **Submittal Requirements:** See Pages 19-20 for Submittal Requirements for this solicitation.
10. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Understanding and Method of Approach;
 - b. Firm's Experience & Qualifications;
 - c. Similar Experience/References
 - d. Cost Considerations;
 - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.



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12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the required field.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Compensation:** Compensation for services shall be based upon fees negotiated.
20. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise



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Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 0001 1207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



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23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
27. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
28. **Confidential Information:**
- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
29. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
30. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.



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f. Ensure that computer virus protection is up to date

31. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

32. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

33. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

34. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.

	SCOPE OF WORK	Materials Management Procurement 9875 N. 85 th Ave. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
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1. OVERVIEW:

The City of Peoria is responsible for providing basic municipal services. Primary services delivered by the City's departments, functions and employees include Police, Municipal Courts, Fire Protection, Parks, Recreation, Libraries, Public Works & Utilities (including Solid Waste, Water, Wastewater, Streets and Public Transit), Planning and Community Development (including Planning, Zoning and Neighborhood Revitalization), and Community and Economic Development Services (including Building & Real Estate Development).

The City's operating budget is financed in large part by billings to citizens, businesses, and customers for various services such as, sales taxes reported and paid to the City, licenses and permits issued for various purposes, and water, wastewater, and solid waste (refuse) services.

As with any accounts receivable billing process, accounts can periodically become delinquent necessitating some form of collection activity. The Finance Department has a Collection Division that pursues collection of past due accounts receivable balances.

After internal collection efforts are exhausted, accounts receivables are written off for financial statement purposes. Volumes of dollars of accounts are estimated only and do not guarantee the number and value of accounts that may be referred. Amounts and numbers of delinquent accounts to be periodically transferred to the successful Contractor after the initial transfer cannot be accurately estimated at this time. The types of accounts referred may also be modified over the life of the contract.

2. BACKGROUND:

A. The City of Peoria currently has an outstanding volume of approximately 5,000 unpaid, inactivated utility accounts that are over 60 days past due. The unpaid balances of these inactive utility accounts are approximately \$500,000.

B. The debtors representing these unpaid accounts have been notified by the City of their debt and have failed to resolve said debts.

3. PERFORMANCE OBJECTIVES AND REQUIREMENTS:

A. The City proposes to establish a contract with a collection firm (Contractor) to perform debt collection services for the accounts receivable which have been deactivated or written-off after City collection efforts are exhausted in all categories referred.

B. The City of Peoria does not intend to sell debt under the terms of this contract.

C. The services to be performed include, but are not limited to the following:

1. collect funds owed to the City of Peoria in accordance with the requirements and collection processes outlined herein.
2. maintain historical and transactional databases which are timely, accurate, and able to be audited
3. maintain professional standards for customer service

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4. REQUIREMENTS:

(The term Contractor used throughout this RFP is used to define the firm selected to perform the work specified in this RFP.)

- A. The Contractor shall perform all services as described herein. Any deviations in services shall have prior approval of the City. The Contractor shall explain in detail how the deviation would be of material benefit to the City and specify how service would be provided. All work performed shall be conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act.
- B. The Contractor staff shall meet periodically with City staff, when requested, to discuss all services.
- C. The Contractor and the City shall mutually establish written procedures, within the scope of these specifications, for handling the services described herein. Such procedures are subject to the City's approval.
- D. The Contractor shall have, as a minimum, the capabilities listed herein, and the proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.
- E. The Contractor shall provide services compatible with the City's standard work week, Monday-Thursday, 7:00 AM – 6:00 PM.
- F. The Contractor must have sufficient financial capacity, working capital and other financial, technical and management resources to perform the contract.

5. REQUIRED SERVICES (Data Transfer):

- A. The Contractor shall provide all hardware and software maintenance necessary to support the collection system and the data transfer function during the contract term.
- B. The Contractor shall ensure the confidentiality, security and safety of all City of Peoria files, documents, computer files, etc.

6. COLLECTION PROCESS:

- A. The Contractor shall maintain accurate records of any collection transactions received, including cash, money order, credit card, debit card and check payments; these payments must be transmitted in full to the City monthly. Detailed procedures for remittance processing will be developed by the City with the Contractor.
- B. The Contractor shall provide written documentation of the City of Peoria account numbers corresponding to payments written on all payment transactions; in addition, appropriate mechanisms for verifying and tracking all payments received shall be forwarded to the City.

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C. The Contractor shall be responsible for contacting sender of monies when insufficient data is available to identify on which account(s) payment was made.

D. The Contractor shall be responsible for collecting on any non-sufficient fund items.

E. The Contractor shall provide for immediate telephone contact with a company representative for the various City accounts during the City business hours, which are Monday – Thursday, 7:00 a.m. to 6:00 p.m. (Arizona Time). A maximum of twenty-four (24) hours turnaround time for acknowledgment of the City's inquiries is required.

F. The Contractor shall provide reporting of debts, payments and paid accounts to credit bureau(s).

G. The Contractor shall clearly document all settlements proposed demonstrating the collection activity on the account and the justification for the settlement. Settlement proposals shall be referred to the City for approval.

H. The Contractor shall stop performing collection procedures on accounts if directed by the City representatives, without the City incurring any charge.

I. The Contractor shall notify the City representatives when collection efforts have been exhausted.

J. The Contractor shall submit all information on accounts back to the City in the format designated by the City.

K. The Contractor shall return any accounts to the City, as requested by the City, without the City incurring any charge.

L. If the Contractor discovers the debtor is deceased, the Contractor shall pursue an estate residual. If recovery is unavailable, the Contractor shall provide documentation that the Contractor filed a claim with the decedent's estate and/or Contractor attempted to have the estate liquidated to recover the debt.

M. If after beginning collection activities, the debtor disputes the amount owed in writing, the Contractor shall refer the case to the City or appropriate department for resolution of the dispute. The Contractor shall adjust account balances, as directed by the City. The Contractor's fee shall be based on the adjusted amount.

N. The Contractor shall provide hard copy reports of delinquent account information (including, but not limited to: mailing of notices, payment, contact with the debtor) to the City on an account-by-account, per request basis.

O. The Contractor shall provide information regarding the Contractor's proposed collection techniques (telephone contact, additional notices, other means) should be provided. The Contractor should indicate, by size of account, which techniques shall be used.

P. Contractor shall have the ability to provide an on-site person if required. City may have the need for an on-site person for training or development purposes. This is not typically requested and would be compensable at mutually agreeable rates.

	SCOPE OF WORK	Materials Management Procurement 9875 N. 85 th Ave. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	

Q. Ability to supply the City with daily activity reports, when requested, with specific information regarding accounts referred.

R. Ability to work with the Arizona Department of Revenue (ADOR) in the participation of the DOR's Set Off program for the collection of delinquent debts through execution procedures.

S. At the termination of the contract, the City will notify the Contractor in writing stating the action the Contractor shall make with any City accounts in the Contractor's possession; which may include the termination of all collection activity, the return of all accounts and the cancellation of all files at any and all credit bureaus.

7. RECORD KEEPING:

A. The City reserves the right to perform or assign a firm on its behalf an audit to ensure that all amounts collected are accurately remitted and reported.

B. The Contractor's books of account shall be kept in accordance with generally accepted accounting standards.

C. Accurate accounting is required for all reporting.

D. The Contractor shall retain all books, records, and other relevant documents for a minimum of five (5) years after contract expiration.

E. The Contractor agrees to grant permission to the City Auditors to review all work-papers retained by the Contractor's independent accountant.

8. REPORTS:

A. The Contractor shall submit at a minimum a monthly detail listing of all payments received and status of disputed claims, monthly summary reports and program-to-date totals for transactions received from clients and monetary transactions received from accounts and from the City of Peoria. The report is due on the tenth (10) working day after the end of the month.

B. The reporting structure shall be based on the needs of the City and approved by the City.

9. COLLECTION FEES:

A. The Contractor shall assess to the City a percentage of the collected amounts for the assigned accounts (accounts that have been placed for collection) that are paid (either directly to the Contractor or to the appropriate City department). Accounts will also be maintained on the City's database. All fees paid to the Contractor by the City are contingent upon the amount of money actually collected during the billing month.

	SCOPE OF WORK	Materials Management Procurement 9875 N. 85 th Ave. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	

B. Any collection costs incurred as a result of the collecting of accounts are the sole responsibility of the Contractor. Payment of all applicable taxes is the responsibility of the Contractor and shall be included in the collection fee. All fees quoted shall be firm and fixed for the full contract period and any extension.

C. The City shall remit the appropriate percentage fee to the Contractor by the last business day of the month following the collection activity. Any discrepancies between Contractor and City records relating to fees owed to the Contractor shall be set aside until a full review and resolution can be determined.

10. EXISTING ACCOUNTS:

A. Accounts that are assigned to the existing (current) Contractor will remain in the current Contractor's inventory until they have reached seven (7) years of age, or the City requests them to be returned. Until such time the accounts are turned back over to the city, the Contractor will continue efforts to collect on these accounts and payment as a percentage of amount collected will be as stated in the existing contract.

11. FUTURE ACCOUNTS:

A. Accounts that become delinquent after award of this Contract will be assigned to the future (selected) Contractor. The selected Contractor shall meet with representatives of the City within ten (10) days of the contract award to develop specific procedures, report designs and notices to debtors.

B. Accounts assigned to the selected Contractor during the term of this contract will remain the Contractor's responsibility until those accounts have reached seven (7) years or older, or the City requests them to be returned. Upon termination or expiration of the contract, Contractor will continue its efforts to collect on all accounts remaining in its inventory and payment as a percentage of amount collected will be as stated in this contract.

	SUBMITTAL REQUIREMENTS	Materials Management Procurement 9875 N. 85 th Ave. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	

I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal. PLEASE DO NOT BIND THE ORIGINAL.

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission:

A. Understanding and Method of Approach:

- Understanding - Demonstrate an understanding of the requirements outlined in the scope of work.
- Method of Approach - Present a proposed method for satisfying the requirements outlined in the scope of work. The method of approach should be in the form of a written narrative. The narrative should be straightforward and limited to facts and solutions to problems and plans of proposed action including a *Service Work Plan* detailing at a minimum, the following items:
 - Specific collection techniques proposed.
 - Audit trails and documentation.
 - Data transfer schedules and methods.
 - Method and frequency of payment (and assorted reports) to the City
 - Location of office performing the services
 - Anticipated City Involvement

B. Firm's & Staff's Experience and Qualifications

- History - Provide a brief history of the firm and its experience in the collections business.
- Staffing - Provide information on those individuals who will be assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated manager and his/her qualifications, including but not limited to years employed with the firm, qualifications, certifications, and training.

C. Similar Experience/References:

- List of at least three (3) government/corporate clients and, for each, the name and telephone number of the representative to be contacted for work performance verification.
- Statistics regarding the age and dollar value of accounts and the collection success rate (percent collected by the firm) should be included in this section.
- Detail regarding all previous utility, general accounts receivable, sales tax, liquor fees, library fees, court fees/fines, utility/street assessments, and any other collection projects performed by the Offeror. For each such project, provide statistics regarding the age and dollars value of accounts issued and the collection success rate (percentage collected by the firm).
- Detail regarding collection experience applicable to the collection of utility, general accounts receivable, sales tax, liquor fees, library fees, court fees/fines, utility street assessment accounts. Explain how such projects are similar to the collection of the above listed types of accounts.

D. Cost Considerations

- Submit a detailed cost proposal including standard collection fees (i.e. a percentage of the collected amount).

	SUBMITTAL REQUIREMENTS	Materials Management Procurement 9875 N. 85th Ave. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	

E. Conformance to RFP:

- Failure to provide all requested information from Sections A-D above may result in firm's proposal being rejected as non-responsive.
- Complete and return all City forms including:
 - Page 1 - Offer and Acceptance
 - Pages 21 thru 24 – All Questionnaires
- Exceptions - any exceptions to any part of the RFP must be clearly noted and identified

III. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Understanding and Method of Approach;
- b. Firm's Experience & Qualifications;
- c. Similar Experience/References
- d. Cost Considerations;
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on April 11, 2012.

Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to:

City of Peoria - Materials Management
Solicitation # P12-0057, Revenue Collection Services
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this solicitation shall be submitted in writing no later than forty eight (48) hours prior to solicitation closing to Christine Finney, Buyer at christine.finney@peoriaaz.gov or via fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85 th Ave., 2 nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
Solicitation Number: P12-0057		

1. Company:

Town of Buckeye

Contact:

Anita Edwards

Phone: 623-349-6118

Address:

1101 E. Ash Ave., Buckeye, AZ 85326

Description of Work:

Water, sewer, and miscellaneous accounts receivables

* Annual Value:

Total Collected: \$51,974 VCS Share: \$7,045
2. Company:

Lake Havasu City

Contact:

Charlene Yarno

Phone: 928-854-0724

Address:

2330 N. McCulloch Blvd., Lake Havasu City, AZ 86403

Description of Work:

Water, sewer, treatment capacity, and miscellaneous accounts receivables

* Annual Value:

Total Collected: \$40,514 VCS Share: \$6,109
3. Company:

City of Tucson

Contact:

Susan Harper

Phone: 520-837-4373

Address:

255 W. Alameda, Tucson, AZ 85726

Description of Work:

Water and sewer

* Annual Value:

Total Collected: \$259,523 VCS Share: \$38,928

* All figures are from April 1, 2011 - March 31, 2012

** Remaining required information attached

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	
Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work: N / A		



QUESTIONNAIRE

Solicitation Number: P12-0057

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.



If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

Pending - See Attached

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85 th Ave., 2 nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: P12-0057	
Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No <u> X </u>. If yes, please provide details and documentation of the certification.		

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: None

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
China Valley, Arizona 86323-0406

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. b.**

Meeting Date: 01/28/2014
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Old Home Manor

AGENDA ITEM TITLE:

Discussion and possible action regarding establishing a Mayor's Ad Hoc Recreational Committee to research land uses at Old Home Manor for recreational purposes.

RECOMMENDED ACTION:

Direction to staff.

SITUATION AND ANALYSIS:

During the January 14, 2014 meeting, while discussing development of the Chino Valley Shooting Range and a grant application for development of the 200-yard range, the possibility of forming a recreation committee to research land uses at Old Home Manor was mentioned. Mayor Marley desires to discuss this suggestion with the whole Council.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Mayor's ad hoc recreaton committee

Town of Chino Valley
PUBLIC BODY CHARTER:
MAYOR'S AD HOC RECREATION COMMITTEE

COMMITTEE'S PURPOSE:	<i>This generally will be to advise Council on certain matters pertaining to the nature of your committee.</i>
MEMBERSHIP:	# members, appointed by the Council
QUORUM:	# members
OFFICERS:	Chair, appointed by _____ <i>You may elect a Vice-Chair and/or Secretary with further defined duties, if desired.</i>
MEETING FREQUENCY:	<i>Determine how often you think you should meet (once quarterly, once monthly, twice monthly, etc.)</i>
MEETING DAY & TIME:	<i>Select a day and time <u>not otherwise booked</u> on the calendar attached.</i>
MEETING LOCATION:	
STAFF LIAISON:	<i>Select the staff member(s) you need to help you meet your objectives, if applicable.</i>
LIAISON'S RESPONSIBILITIES:	• Meeting agenda topics • Meeting packet, if applicable • Council agenda staff reports
TOWN CLERK'S OFFICE RESPONSIBILITIES:	• Final meeting agenda • Meeting minutes <i>Minutes will generally not be detailed. They will provide a simple statement about the topic of discussion and any direction for action that the committee gives to its members, as well as specific actions to take back to Council. If you want more detail at a particular meeting, you will need to inform the recorder (Liz).</i>
MEETING AGENDA HEADINGS:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) CALL TO THE PUBLIC (if applicable) 5) OLD BUSINESS 6) NEW BUSINESS 7) ADJOURN



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 01/28/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action regarding the Council Study Session schedule.

RECOMMENDED ACTION:

Direction to Staff.

SITUATION AND ANALYSIS:

Mayor Marley requests that the Council consider and direct staff regarding setting alternative meeting day(s) for Council Study Sessions. During the Council's strategic planning sessions, Councilmembers discussed designating one day per month as a "standing" study session to address detailed and/or long discussion items and to address further strategic planning issues.

Staff looked at the options below:

- *One Thursday the week before or after a regular Council meeting
- *One Thursday the same week as a regular Council meeting
- *One Monday the day before a regular Council meeting
- *The third Tuesday of each month (the Planning & Zoning Commission has indicated a desire to reduce their scheduled meetings to once a month on the first Tuesday).

Another option recently brought forward was to schedule the study session on a Tuesday before a regular meeting.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments
<i>No file(s) attached.</i>



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. d.**

Meeting Date: 01/28/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to amend the regular meeting agenda format by moving Executive Sessions after the Consent Agenda.

RECOMMENDED ACTION:

Direction to staff.

SITUATION AND ANALYSIS:

Mayor Marley desires a discussion pertaining to possibly amending the regular meeting agenda format to place Executive Sessions after Consent Items and before Action Items.

Fiscal Impact

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

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 01/28/2014
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve a Resolution in support of the Owner Occupied Housing Rehabilitation Program and restoration of Housing Trust Funds (HTF) to the state budget.

RECOMMENDED ACTION:

Motion to authorize the Mayor to sign the resolution supporting the restoration of State Housing Trust Funds (HTF) and maintaining the current allocation of 2013 HOME funds to the Owner Occupied Housing Rehabilitation Program.

SITUATION AND ANALYSIS:

The Arizona Department of Housing is considering defunding the Owner Occupied Housing Rehabilitation Program and shifting the funds to construction of new rental housing for special populations. This shift will eliminate the housing rehabilitation program, which is one of the few programs available to small rural communities such as Chino Valley, as there is not enough demand for special population rental units in these areas to attract developers to invest in projects. Restoration of funding to the Housing Trust Fund would provide an additional funding stream for this program rather than depending solely on the state's HUD allocation.

Fiscal Impact

Fiscal Impact?: None
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Resolution



RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, AUTHORIZING ALL ACTIONS NECESSARY TO SUPPORT RESTORATION OF THE STATE HOUSING TRUST FUND FOR FINANCIAL ASSISTANCE FOR THE REHABILITATION OF PROPERTY OWNED AND OCCUPIED BY LOW-INCOME HOMEOWNERS; AND SUPPORT THE CURRENT ARIZONA DEPARTMENT OF HOUSING ALLOCATION OF 2013 FUNDS TO OWNER OCCUPIED HOUSING REHABILITATION, AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, in Chapter 22 of the Laws of 2001, the Arizona Legislature established the Arizona Department of Housing (“the Department”) and authorized the Department to, among other things, provide financial assistance to qualified housing participants and political subdivisions and to provide advisory, consultative, planning, training and educational assistance for the development of safe, decent and affordable housing, including housing for low and moderate-income households; and

WHEREAS, the Department established and administers the State Housing Trust Fund (“HTF”) from which monies are spent for programs providing safe housing for low and moderate-income households to preserve and improve the long-term life of existing affordable owner occupied housing stock; and

WHEREAS, prior to the recession, approximately \$30 million was deposited into the HTF each year with over 70% of those funds being spent in rural Arizona and by 2010, cuts in funding have reduced the HTF to \$2.5 million per year; and

WHEREAS, the Department intends to reallocate \$2 million set aside for the Home Investment Partnerships Program (“HOME”) Owner Occupied Housing Rehabilitation (OOHR) in their 2013 action plan for special needs housing development; and

WHEREAS, the Town of Chino Valley recognizes the need for housing assistance and economic development and desires to institute an OOHR program funded by HOME distributed to the Arizona Department of Housing (ADOH) from the US Department of Housing and Urban Development (HUD); and

WHEREAS, Arizona state law (ARS 9-461.05A) requires that each city adopt a comprehensive, long-range General Plan to guide development by establishing policies, goals, and strategies which promote the vision of the community and includes standards and programs for the elimination of substandard dwelling conditions; and

WHEREAS, the Chino Valley General Plan recognizes the need for revitalization of existing housing stock and neighborhoods to make a positive impact on the community by providing the neediest citizens with means to rehabilitate their homes to a safe and habitable condition; and

WHEREAS, this program addresses the objectives of the Chino Valley General Plan as well as the priority objectives and outcomes outlined in the FY 2013 Action Plan implemented by the Arizona Department of Housing (ADOH); and

WHEREAS, the Town of Chino Valley has demonstrated need among the low-to-moderate income homeowners for the purposes of rehabilitating or replacing their homes with funding from this program; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA:

1. That maintaining funding to enable the Town of Chino Valley to initiate an Owner-Occupied Housing Rehabilitation program described above is in the best interest of the residents of the Town of Chino Valley; and

2. That the Council authorizes all actions necessary to support restoration of the State Housing Trust Fund and request that funds allocated in the FY 2013 action plan by ADOH remain allocated to the OOHR program; and

3. That this Resolution shall be effective after its passage and approval according to law; and

BE IT FURTHER REOLVED, that a copy of this resolution be transmitted to Speaker of the House Andy Tobin, Arizona Department of Housing Director Michael Traylor, Assistant Deputy Director of Programs Andrew Rael, and Community Development and Revitalization Administrator Kathy Blodgett.

RESOLVED by the Mayor and Common Council of the Town of Chino Valley this 14th day of January, 2014.

Chris Marley, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis Smiley, Town Attorney



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. a.**

Meeting Date: 01/28/2014

Contact Person/Dept: Jami Lewis, Town Clerk

Department: Council

**Estimated length
of staff presentation:** None

AGENDA ITEM TITLE:

Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Mayor Marley)

Attachments

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **9. a.**

Meeting Date: 01/28/2014

Contact Person/Dept: Jami Lewis, Town Clerk

Department: Council

**Estimated length
of staff presentation:** None

AGENDA ITEM TITLE:

Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Mayor Marley)

Attachments

No file(s) attached.
