



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, February 24, 2015
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)** Presentation to Town Manager Robert Smith of the ICMA (International City/County Management Association) Credentialed Manager, by Yvonne Kimball, Dewey-Humboldt Town Manager and member of the ACMA (Arizona City/County Management Association) Board of Directors, and Mayor Marley. (Mayor Marley)

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)** Chino Meadow residents and sewer issues.

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) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or 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 accept the January 22, 2015 study session minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to accept the January 27, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

- a) Discussion and possible action regarding the Magistrate Evaluation Subcommittee's actions on February 9, 2015, pertaining to prosecutorial services provided by the City of Prescott. (Mayor Marley/Vice-Mayor Croft)

Recommended Action: Disband Magistrate Evaluation Subcommittee.

- b) Discussion and possible action to direct staff to research feasibility of outsourcing some or all functions of the Chino Valley Municipal Court. (Mayor Marley/Vice Mayor Croft)

Recommended Action: Direct staff to research feasibility of outsourcing some or all functions of the Chino Valley Municipal Court.

- c) Consideration and possible action to adopt Ordinance No. 15-793 to rezone approximately 4.78 acres generally located at 920 E. Road 2 North from Agricultural/Residential 5 acre minimum (AR-5) to Commercial Light (CL). Applicant: Brent Maranell. (Ruth Mayday, Development Services Director)

Recommended Action: Adopt Ordinance No. 15-793 for the rezoning of approximately 4.78 acres generally located at 920 E. Road 2 North from Agricultural/Residential 5 acre minimum (AR-5) to Commercial Light (CL).

- d)** Consideration and possible action to approve a Conditional Use Permit to change the legal non-conforming status of an existing residential use to conforming status after the property has been rezoned to Commercial Light (CL). (Ruth Mayday, Development Services Director)

Recommended Action: Approve a Conditional Use Permit to change the legal non-conforming status of an existing residential use to a legally conforming status after it has been rezoned to the Commercial Light (CL) zoning district.

- e)** Informational Hearing, required by Unified Development Ordinance Section 4.25(E)(2), regarding proposed wireless tower installations at Town Hall, Recreation Center, and Library. (Ruth Mayday, Development Services Director)
- f)** Consideration and possible action to make the finding that there is a reasonable basis for constructing the Chino Valley Skate Park capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Make the finding that there is a reasonable basis for constructing the Chino Valley Skate Park capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy.

- g)** Consideration and possible action to make the finding that there is reasonable basis for constructing the following capital projects in-house: Center Street between Road 1 East and Cottonwood Lane, 2015 Spring Chip Seal Program, and roadway preparation for the Community Development Block Grant Project; and that these projects are not being constructed in-house to avoid the bidding requirements, pursuant to the Town's procurement policy. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Make the finding that there is reasonable basis for constructing the following capital projects in-house: Center Street between Road 1 East and Cottonwood Lane, 2015 Spring Chip Seal Program, and roadway preparation for the Community Development Block Grant Project; and that these projects are not being constructed in-house to avoid the bidding requirements, pursuant to the Town's procurement policy.

- h)** Consideration and possible action to approve the rental agreements with RDO Equipment Company for an amount not to exceed \$3,866, Road Machinery, LLC for an amount not to exceed \$9,515, and Empire Southwest, LLC for an amount not to exceed \$26,904.04 for Center Street, 2015 Spring Chip Seal Program, and the roadway preparation for the CDBG project. Funds to come from Public Works Roadway Maintenance line item in the HURF Fund and Roads Impact Fees in the Capital Improvement Fund. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Approve the rental agreements with RDO Equipment Company for an amount not to exceed \$3,866, Road Machinery, LLC for an amount not to exceed \$9,515, and Empire Southwest, LLC for an amount not to exceed \$26,904.04 for Center Street, 2015 Spring Chip Seal Program, and roadway preparation for the CDBG project.

8) EXECUTIVE SESSION

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation for legal advice with the Town Attorney and in order to consider the Town's position and instruct the Town Attorney regarding an intergovernmental agreement with the City of Prescott related to providing prosecutorial services for Chino Valley that is the subject of negotiations. (Councilmembers Hatch and McKee)

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

Dated this 19th day of February, 2015.

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

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

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/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: 02/24/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation to Town Manager Robert Smith of the ICMA (International City/County Management Association) Credentialed Manager, by Yvonne Kimball, Dewey-Humboldt Town Manager and member of the ACMA (Arizona City/County Management Association) Board of Directors, and Mayor Marley. (Mayor Marley)

SITUATION & ANALYSIS:

The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. To receive the prestigious ICMA credential, a member must have significant experience as a senior management executive in local government; have earned a degree, preferably in public administration or a related field; and demonstrated a commitment to high standards of integrity and to lifelong learning and professional development. ICMA Credentialed Managers are viewed with growing distinction by local governing bodies and progressive, civically engaged communities.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. a.

Meeting Date: 02/24/2015

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the January 22, 2015 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the January 22, 2015 study session minutes.

Attachments

January 22, 2015 minutes

DRAFT

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

**THURSDAY, JANUARY 22, 2015
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Thursday, January 22, 2015.

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

Absent: Councilmember Pat McKee

Staff Town Manager Robert Smith; General Services Director Cecilia Grittman; Development Services

Present: Director Ruth Mayday; IT Specialist Spencer Guest; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 6:04 p.m.

2) Presentation and discussion of proposed wireless tower installations at the Town Hall, Recreation Center, and Library. (Ruth Mayday, Development Services Director)

Ms. Mayday, IT Specialist Guest, and Town Manager Smith presented the proposed project.

- *Project:* Construction of (i) two 100-foot monopole Verizon Cell Towers on which the Town will install two data dish antennas, and (ii) one 80-foot non-cell tower at the Library, with two Town data dishes.
- *Purpose:* Provide wireless communication between Town Hall, the North Campus, and Recreation Center.
- *Benefits:* (i) Eliminate the need for leasing expensive Cable One fiber-optic connections for the Town's networked computer systems; (ii) dramatically improve cell service in the Town; (iii) provide in-building coverage to Safeway and other locations along SR 89, as well as events held at Old Home Manor.
- *Contract Proposal:* (i) Sun-State to construct towers and install dishes for Town Use; (ii) Town to provide materials for Library tower; and (iii) Town to not charge Sun-State for ground lease in exchange for Sun-State to not charge Town for leasing dishes on the tower.
- *Costs, Savings, and Possible Revenue:* (i) Town to pay \$28,000 to provide design and materials for construction and installation of the Library tower; (ii) Monthly savings between \$1,100-\$2,200 from eliminating Cable One fiber links; (iii) No charge for lease expenses for both parties; (iv) No charge for installation of towers and dishes; (v) Town to have ongoing cost for maintenance of its own dishes and wireless equipment; (vi) Return on investment to take approximately two to three years; and (vii) Town could allow other

entities, such as the Fire District, to rent or trade use on the Library tower.

- *Budget*: \$140,000 allocated in FY 2014/15 Capital Projects Budget for remodel of the Recreation Center, with \$40,000 set aside for network enhancements. While the remodel had been postponed, there was still need for the network improvements.
- *Current Wi-Fi Connections*: Wi-Fi connections at Town Hall, Senior Center, and Public Works/Development Services building, which were free of charge under licensing agreement with Cable One, will not change.
- *Wireless Communication Code*: The Federal Communications Commission recently made final rule changes regarding approval of wireless towers, siting, and permitting process. Staff will bring associated code amendments to Commission and Council for approval.

Chad Ward with Sun-State added that:

- Verizon will install the first tower at the Recreation Center in 2016, which Sun-State will own.
- Service improvements will initially occur in a 1.5 mile radius and then along the highway when complete.
- There will be room for tenants on each pole.
- The estimated value for the Recreation tower was \$90,000, while the Library's was \$15,000-\$20,000. They hoped to help secure materials for the Library tower under the projected \$28,000.

3) Presentation and discussion of amending Unified Development Ordinance (UDO) Section 4.21 Sign Regulations. (Ruth Mayday, Development Services Director)

Ms. Mayday presented an introduction to signs and signage.

- *Current Regulations*: Twenty-two pages of UDO regulations that were vague and confusing at best.
- *UDO Definition of Sign*: "Any identification, description, illustration, symbol or device which is affixed directly or indirectly upon a building, vehicle, structure or land and which identifies or directs attention to a product, place, activity, person, institution, or business."
- *Why Regulate Signs*: To address visibility at posted speeds, visual clutter, interference with drivers' line of sight, proportionality to property, and off-premise and on-premise matters. Freedom of speech issues were mitigated by distinguishing between commercial speech and non-commercial speech on signs.
- *Types of Signs*: Freestanding, wall-mounted, portable/temporary, vehicle-mounted, electronic message board, non-planar/figural, banners and flags, pole-mounted, monuments, directional, directory, illuminated, projecting/awning-mounted, animated, moveable types, real estate, government, and multi-sided.
- *Outcome of Amendment*: Will not take away current signs, but may create legal non-conforming or "grandfathered" signs, which will require a sign owner to replace the sign if and when the sign is destroyed or the owner replaces more than 50% of the sign in conformance with the UDO at the time of adoption.

Ms. Mayday then presented a proposal to amend the UDO with regard to sign regulations.

- *Problem*: Organization of the sign regulations was difficult to follow, as they were not based on type of sign or a sign's design and/or construction.
- *Proposal*: Present this information in a table format easier for the public to read and understand and easier for staff to administer, as well as reduce the size of the ordinance section significantly.

- *Process:* Several study sessions with Planning and Zoning Commission (“Commission”) and Council to review current regulations, current problems, and the new proposal; followed by public hearings and final approval. Staff also proposed to establish a stakeholder's workgroup that could provide input for the amended text; four volunteers had already stepped forward to serve on such a workgroup.
- *Timeframe:* About six months, culminating with Council’s approval in July 2015.
- *Community Participation:* To be sought through notices in business license renewals, social media, Chamber of Commerce, Realtor’s Association meetings, and statutory posting and publication requirements.

Council commented that this was long overdue.

- 4) Discussion of an amendment to the Unified Development Ordinance (UDO) to establish an Agribusiness Overlay District, and consideration of amendments to commercial regulations in the UDO. (Ruth Mayday, Development Services Director)

Ms. Mayday and Town Manager Smith reported on:

- *Agribusiness Situation:* A number of agricultural businesses within Town were currently regulated in the same manner as any other retail, restaurant, service, or other commercial use. However, agribusiness conducted different activities that, if held to the same development standards as non-ag businesses, would fundamentally undermine their core purpose. In addition, certain definitions in the UDO associated with agribusiness were not legally applicable to such businesses.
- *Background:* On January 13, 2015, resident and agribusiness owner Norm Freeman expressed his frustration with the costly and onerous requirements for installing a permanent restroom at his facility, which was used sporadically by the public throughout the year. As a result of discussions with Mr. Freeman, staff was developing an Agribusiness Overlay District concept to mitigate the impact that the UDO would have on such enterprises.
- *Proposed Overlay District:* This was not like a zoning district, which applied to specific properties. It could cover the entire Town, and if a property met the criteria for that district, the rights of the overlay would then be available to that property. It would require an additional review to ensure that the district was used appropriately, enable the construction of on-site worker housing, and allow for certain types of activities to take place on a non-daily basis.
- *Possible Conditions to Which the Overlay Would Apply:* Minimum acreage requirement, such as two acre minimum; improvements to acreage, such as worker housing; specific zoning districts, such as AR-4, 5 or 36; and zoning districts where farming and agriculture were permitted by right, such as AR-36 to SR-1.
- *Activities/Uses Considered Agribusiness:* Horse/livestock shows, rodeos, agricultural exhibitions/fairs; greenhouses, except medical marijuana and/or commercial; wedding facilities/special events; winery/food service; and the like. List will need to be specific.
- *Proposed Topics to Amend:* Worker housing; development standards different from commercial; directional signage; off-site signage; noise and lights.
- *Next Steps:* Meet with agribusiness community; obtain examples of difficulties with Code; and determine critical issues to resolve.

Public Comment:

Norm Freeman, resident, spoke about the problems with the Code; receiving different

interpretations of it from different staff members over the years; Council issuing a policy statement while staff was updating the Code to allow the agribusiness community get working; agribusiness being very at risk; CVID participation; Chino Valley needing looser standards to compete with Prescott and Prescott Valley; and errors in the General Plan.

Council comments:

- Staff should look at other communities for how they did it.
- Definitions will need to be well-thought out.
- Move this item forward.

5) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn the meeting at 7:10 p.m.

Vote: 6 - 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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 22nd day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of February, 2015.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 02/24/2015

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the January 27, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the January 27, 2015 regular meeting minutes.

Attachments

January 27, 2015 minutes

DRAFT

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

**TUESDAY, JANUARY 27, 2015
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 27, 2015.

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; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Police Officer Tim Hyslip; Police Officer Mike Pereda; Police Officer Jeff Pizzi; Police Officer Dominic Gillo; Town Engineer/Public Works Director Ron Grittman; Deputy Town Clerk 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 6:00 p.m.

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

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

- a)** Presentation regarding Prescott Area Leadership by Kathy Eiskamp. (Cecilia Grittman, Assistant Town Manager)

Kathy Eiskamp, Immediate Past President, and Dave Klever, current President, spoke about Prescott Area Leadership's 25th anniversary and its course work.

- b)** Consideration and possible action to review a presentation of the Parks and Recreation Advisory Board by Members of the Board.

Eric Smith, Parks and Recreation Advisory Board (PRAB) Member, presented the board's short term project priority list and the criteria for determining those priorities.

- Timeframe: 18 to 24 months.
- Projects:
 - Skatepark construction;
 - Peavine Trail upgrades;
 - Community Center Playground upgrade, dog park, new sand volleyball complex,

- Phase III completion, pavilion, ballfield lighting, and stage shade structure;
- Aquatics facility safety and rental upgrades;
- Multi-purpose building use;
- Memory Park playground, restroom upgrade, and pedestrian improvements to Library;
- Recreation programming and special events;
- Park volunteer program; and
- Center Street Park benches and tables.
- While PRAB was not asking the Town for money, as they intended to seek it themselves, they did desire Council's endorsement and guidance in pursuing fundraisers and grants.

Council asked staff and PRAB to:

- research the cost of maintaining field lighting and electricity;
- include donations for Phase III amphitheater in plan; and
- research use of APS solar panels to help reduce costs.

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.

James Nagle, resident, spoke about the burden on many Chino Meadows residents from sewer connection costs and monthly fees.

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) Town regulations supporting agri-business.

Mayor Marley reported that Town officials began addressing this issue during a study session on January 22.

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.

Police Chief Wynn commended Officers Mike Pereda, Jeff Pizzi, and Dominic Gillo for ensuring the safety of residents during a house fire. He also recognized Civilian Officer Marrilee Easton for planning an exemplary National Night Out event in August 2014, which resulted in the department receiving the Rookie of the Year Award from the national association.

- a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith had nothing to report.

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to accept the January 13, 2015 meeting minutes.

Vote: 7 - 0 PASSED

- a) Consideration and possible action to accept the January 13, 2015 regular meeting minutes. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

- a) *Continued from January 13, 2015:* Consideration and possible action to adopt Resolution No. 15-1053 in support of Arizona SONShine 2015, a free health services event in the Quad-cities area to be held June 17-18, 2015. (Cecilia Grittmann, Assistant Town Manager)

Recommended Action: Adopt Resolution No. 15-1053 in support of Arizona SONShine 2015 event.

Ms. Grittmann reported that:

- The Town was approached by the Arizona Conference Corporation of Seventh-Day Adventists, the sponsoring organization, to help support Arizona SONShine, a free health services event being held in Prescott Valley, benefitting quad-cities citizens.
- While the Town's role will not be significant, it could assist with arranging transportation or advertising, and it had been specifically asked to provide security coverage for one day.
- Council had asked for the Town to support this event and the subject resolution formalized said assistance. On January 13, 2015, Council asked staff and the sponsoring organization to look into naming the Town as additional-insured.
- As a result, the sponsoring organization named Chino Valley, as well as all other government participating agencies, as additional-insured on their liability policy for the event. The Certificate of Insurance endorsement will be produced and on file with the Town in the May 2015 timeframe, before the event occurred.

Mr. Smith added that the Town was in control of what it would or would not provide and staff will stay within the limits of its authority.

County Supervisor Craig Brown reported that the event sponsors had provided indemnity for all entities involved, and they mainly wanted verbal support from the local jurisdictions.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adopt Resolution No. 15-1053 in support of Arizona SONShine 2015 event.

Vote: 7 - 0 PASSED

- b) Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2014, as prepared by Hinton Burdick, CPAs & Advisors. (Joe Duffy, Finance Director)

Recommended Action: Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2014, as prepared by Hinton Burdick, CPAs & Advisors.

Mr. Duffy reported that Hinton Burdick was retained by the Town to complete the audit for the fiscal year ended June 30, 2014. The Finance Committee reviewed the completed audit and final reports on January 20, 2015.

Robyn Sibley with Hinton Burdick, presented the audit results and the Town's current financial position. Key points were:

- *Audit reports:* The Town received a clean opinion, with no financial control or compliance findings, and they cleared a prior year finding.
- *Government wide highlights:* Net assets of governmental activities increased; net assets of business-type activities decreased; governmental capital assets increased; and total net position decreased slightly from 2013.
- *Significant governmental capital asset additions:* Bronze horse statues; Road 3 North stormwater project; Road 4 South project; Road 4 South right-of-way; law enforcement range; and Library expansion.
- *Significant business-type capital asset additions:* Sewer vac truck upgrade.
- *General Fund:* Actual resources received were more than the final budget and actual expenditures were less. Expenditures increased 9% over the prior fiscal year.
- *Utility Funds:* Both enterprise funds experienced operating losses for several consecutive years; cash flows from operations were positive for the sewer fund and negative for the water fund; and both funds had overall decreases in net assets. The auditors encouraged Town management to continue to explore ways to improve the financial condition of these funds.
- *Major fund balances:* The General Fund and Capital Improvement Fund were slightly up from the prior year, while the Roads Impact Fee Fund, Water Fund, and Sewer Fund reported decreases.
- *GASB 68:* A new governmental accounting standard for FY 2015 related to pension plans now required the Town to record its own liability and expense for employees.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2014, as prepared by Hinton Burdick, CPAs & Advisors.

Vote: 7 - 0 PASSED

- c) Discussion regarding state law requirements for removing a Council-appointed Commissioner, Committee or Board Member. (Mayor Marley)

Mayor Marley reported that this topic was raised during the January 13 agenda item pertaining to Planning and Zoning Commissioner appointments, but as it was not concluded, he asked the town attorney to speak about state law requirements for removing a Council-appointed commissioner, committee or board member.

Town Attorney Smiley reported that:

- State statute gave municipalities the authority to create, by local ordinance, a Planning and Zoning Commission, and determine its organization, number of members, terms of office, and method of appointment and removal.
- While there was no law that required a hearing to remove a commissioner, the Town's Unified Development Ordinance did require an executive session before removal.

Councilmember Hatch explained that per statute and the Town's requirement, a person who was the subject of an executive session was entitled to receive notice and had the right to ask for the discussion to be held in the public meeting. Some confusion stemmed from her asking about a person's right for a "hearing" rather than the right to request a public discussion.

8) EXECUTIVE SESSION

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to go into executive session for item b, assuming that item a was completed, at 7:10 p.m.

Vote: 7 - 0 PASSED

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding state law requirements for removing a Council-appointed Commissioner, Committee or Board Member. (Councilmembers Hatch, McKee, Wojcik)
- b) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding legal issues and potential liabilities raised by the Town's use of social media. (Councilmembers Hatch, McKee, and Wojcik)

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 8:08 p.m.

- a) Consideration and possible action with regard to the Town's use of social media. (Councilmembers Hatch, McKee, and Wojcik)

MOVED by Councilmember Linda Hatch, seconded by Councilmember Pat McKee to ask staff to continue considering this issue and make a presentation to Council in a study session in March.

Vote: 7 - 0 PASSED

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn the meeting at 8:09 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 27th day of January, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 24th day of February, 2015.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 02/24/2015
Contact Person: Liz Hart, Deputy Town Clerk/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action Item
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion and possible action regarding the Magistrate Evaluation Subcommittee's actions on February 9, 2015, pertaining to prosecutorial services provided by the City of Prescott.

RECOMMENDED ACTION:

Disband Magistrate Evaluation Subcommittee.

SITUATION AND ANALYSIS:

N/A

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

February 9, 2015 MES Agenda

MES Charter

Walker meeting notes

Paladini meeting notes

**TOWN OF CHINO VALLEY
MEETING NOTICE
MAGISTRATE EVALUATION SUBCOMMITTEE**

**Monday, February 9, 2015
3:00 P.M.**

**Chino Valley Municipal Court
1988 N. Road 1 West, Chino Valley, AZ**

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3a. Consideration and possible action to approve the July 14, 2014 meeting minutes.

4. CALL TO THE PUBLIC

5. OLD BUSINESS

6. NEW BUSINESS

6a. Consideration and possible action regarding existing IGA with Prescott for Town's Prosecutor and prosecution services provided there under.

7. ADJOURN

Dated this 4th day of February, 2015

By: *Liz Hart, Deputy Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Public Body with this agenda are available for review on the Town website at the Town Clerk Department or at <http://www.chinoaz.net/general/AdHocMagEvalCom.shtml>.

In accordance with Chapter 3, Title 38, Section 38-431.02 Arizona Revised Statutes, public notice is hereby given that four (4) or more members of the Mayor and Town Council may be present at this meeting.

Town of Chino Valley
PUBLIC BODY CHARTER:
Magistrate Evaluation Committee

COMMITTEE'S PURPOSE:	<i>Advise Council on Review and discussion with regard to developing a process for a performance evaluation of the Town Magistrate, including, but not limited to: State and local codes, rules and regulations relative to the Magistrate position provided by the State Administrative Office of Courts, Town Code, Job Description and Magistrate Employment Contract.</i>
MEMBERSHIP:	3 members, appointed by the Council
QUORUM:	2 members
OFFICERS:	Chair, appointed by Council
MEETING FREQUENCY:	<i>Twice Yearly or as needed</i>
MEETING DAY & TIME:	4th MONDAY of March and September at 3:30 p.m.
MEETING LOCATION:	Magistrate Court, 1988 N. Road 1 West, Chino Valley, AZ
STAFF LIAISON:	<i>None listed</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
MEETING AGENDA HEADINGS:	1) CALL TO ORDER 2) ROLL CALL 3) APPROVAL OF MINUTES 4) CALL TO THE PUBLIC 5) OLD BUSINESS 6) NEW BUSINESS 7) ADJOURN

Question: does the Town of Chino Valley want to give up control of a Town Prosecutor to another City or Town via the IGA Process; Issues with the current IGA arrangement

I. DUTY OF THE TOWN PROSECUTOR:

A) Town hires prosecutor with an agreement or contract: The attorney's duty (ies) is clearly to the Town of Chino Valley which through its representatives may choose to cancel the contract or agreement with notice for any reason.

Or

B) Town hires a city via IGA to supply prosecutor services: Duty of the attorney is directly to the City of Prescott and the City of Prescott has a duty to provide services per the IGA

1) Supervision of the Assistant City Attorney must be solely with the City Attorney who apparently has not reviewed the work of his subordinates in Chino valley. Signature on pleadings infer full responsibility belongs to the Town of Chino Valley.

C) City Attorney has apparently not reviewed subordinates work as problems are obvious based on written materials available. City Attorney knows he assigned civil attorneys on criminal matters. Current prosecutor pulled from scheduled criminal trial to handle an important Prescott civil matter. Town has given up right to control and choose quality representation.

* JUDGE WALKER: IN MAJORITY OF COURTS IN THE AREA, PLEADINGS ARE ALL SIGNED BY PROSECUTOR, THEN ASSISTANTS. THIS NEEDS TO BE RECTIFIED. AT PRESENT, ONLY ASSISTANT SIGNS.

* JUDGE WALKER: COMPLIANCE W/ RULES OF PROCEDURE FOR CRIMINAL LAW 15.1 AND 16.1 ESPECIALLY. (PICTURES?)

* JUDGE WALKER: DAYS OF AVAILABILITY FROM PRESCOTT IS A PROBLEM (POSSIBLY CHANGE DAYS IN CHINO?)

* JUDGE WALKER: DISMISS WITH/WITHOUT PREJUDICE (TAX SCREEN DIDNT COME BACK IN TIME?)

* JUDGE WALKER: HAD A TUES ARRAIGNMENT, WED PRE-TRIAL. PROSECUTION UNAVAILABLE TUES A/M JUDGE RECEIVED MOTIONS TO CONTINUE. (DUE TO HOT SHOT TRIAL?) JUDGE HAD TO RELEASE 2 PRISONERS, AND ONLY 1 SHOWED BACK UP. WED AFTERNOON, PRESCOTT PROSECUTOR SAVONA SHOWED UP + TOOK CARE OF THE AFTERNOON COURT CASES. THIS IS OUR FIRST NO-SHOW.

* JUDGE WALKER: RULE 13.5 CITATION NEEDS TO BE EXACT. IT CANT BE AMENDED ON THE FLY. ~~THE DEFENDANT WHERE THE DEFENDANT WAS NOT CHARGED~~ BASICALLY LACK OF DOING ONE'S HOMEWORK.

* JUDGE WALKER: OCCASIONAL MISSING WITNESS (DOMESTIC VIOLENCE?)

* JUDGE WALKER: DEFENDANT WAS IN JAIL, THEN GOT HAMMERED FOR NOT SHOWING UP

* JUDGE WALKER: WRONG CASE#

PALADINI MTS NOTES

PRESENT: ROBERT SMITH, REGINA GRITTMAN, JON PALADINI, CLYDE HALSTEAD,
LINDA RIPLEY, CHRIS MARLEY

ABSENT: MAGISTRATE JAIN WALKER

- MAYOR READ LIST OF COMPLAINTS
- CLYDE HAS DONE OVER 550 CASES HERE
- JUDGE, PROSECUTOR + DEFENSE COUNSEL SHOULD HAVE SOMEWHAT OF AN ADVERSARIAL RELATIONSHIP (BUT IT MUST BE 3-WAY COOPERATION)
- PRESCOTT COUNCIL HAS VERY LITTLE INTERACTION W/ THEIR JUDGE
- THERE WILL BE TIMES WHEN CLYDE CANNOT BACKFILL (EVEN WITH A DEDICATED PROSECUTOR, THIS WILL HAPPEN)
- IF THE JUDGE DENIES THE MOTION ~~ORIGINALLY~~ TO CONTINUE, THEN WE HAVE SOMETHING ON THE CALENDAR AND WE SHOW UP.
- CLYDE WAS THE DUTY TO SIGN THE PLEADINGS. MICHELLE HAS NO AUTHORITY TO SIGN PLEADINGS.
- DMV ACTUALLY PROCESSES THE ADDRESSES, IF THE INDIVIDUAL UPDATES IT, THE ADDRESS IS CORRECT, BUT NOTHING SAYS THAT HE WILL BE TRUTHFUL TO OFFICER
- ASK JUDGE TO CONTACT ROBERT IF HE HAS HEARTBURN W/ CLYDE'S PERFORMANCE (THIS IS FIRST THEY'VE HEARD OF IT)

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. b.**

Meeting Date: 02/24/2015
Contact Person: Liz Hart, Deputy Town Clerk/Records Technician
 Phone: 928-636-2646 x-1210
Department: Council
Item Type: Action
Estimated length of staff presentation: 20 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion and possible action to direct staff to research feasibility of outsourcing some or all functions of the Chino Valley Municipal Court.

RECOMMENDED ACTION:

Direct staff to research feasibility of outsourcing some or all functions of the Chino Valley Municipal Court.

SITUATION AND ANALYSIS:

N/A

Fiscal Impact

Fiscal Impact?: none

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. c.

Meeting Date: 02/24/2015
Contact Person: Elyse DiMartino, Associate Planner
 Phone: 928-636-2646 x-1295
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: 920 E. Road 2 North

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 15-793 to rezone approximately 4.78 acres generally located at 920 E. Road 2 North from Agricultural/Residential 5 acre minimum (AR-5) to Commercial Light (CL). Applicant: Brent Maranell. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Adopt Ordinance No. 15-793 to rezone approximately 4.78 acres generally located at 920 E. Road 2 North from Agricultural/Residential 5 acre minimum (AR-5) to Commercial Light (CL).

SITUATION AND ANALYSIS:

Issue Statement

N/A

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

The purpose of this request is to rezone approximately 4.78 acres of subject parcel 306-20-032H. The subject parcel is located in Section 15, Township 16 North, Range 2 West, near the North-West corner of East Road 2 North and North Road 1 East. Surrounding uses include CL, AR-5, SR-2, & MR-1/MHP-4.

The applicant would like to build a greenhouse to grow and sell organic produce while maintaining a residence onsite. The property is currently zoned Agricultural/Residential (5 acre minimum) (AR-5). According to the Chino Valley Unified Development Ordinance, the AR-5 zoning permits

non-commercial greenhouses up to 600 sq. ft., and commercial greenhouses with a minimum of 10 contiguous acres. Because the property is only 4.78 acres, the applicant cannot build a greenhouse in excess of 600 square feet.

The Planning and Zoning Commission, after holding a properly noticed public hearing, by a unanimous vote of 5 to 0, recommended approval of this rezoning.

Findings of Fact

1. The rezoning and amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan, the future Major Community/ Downtown Core, any applicable Specific Area Plan, neighborhood, or other plan.
2. All required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Maranell Maps

Legal Description

Ord 15-793 Maranell Rezoning

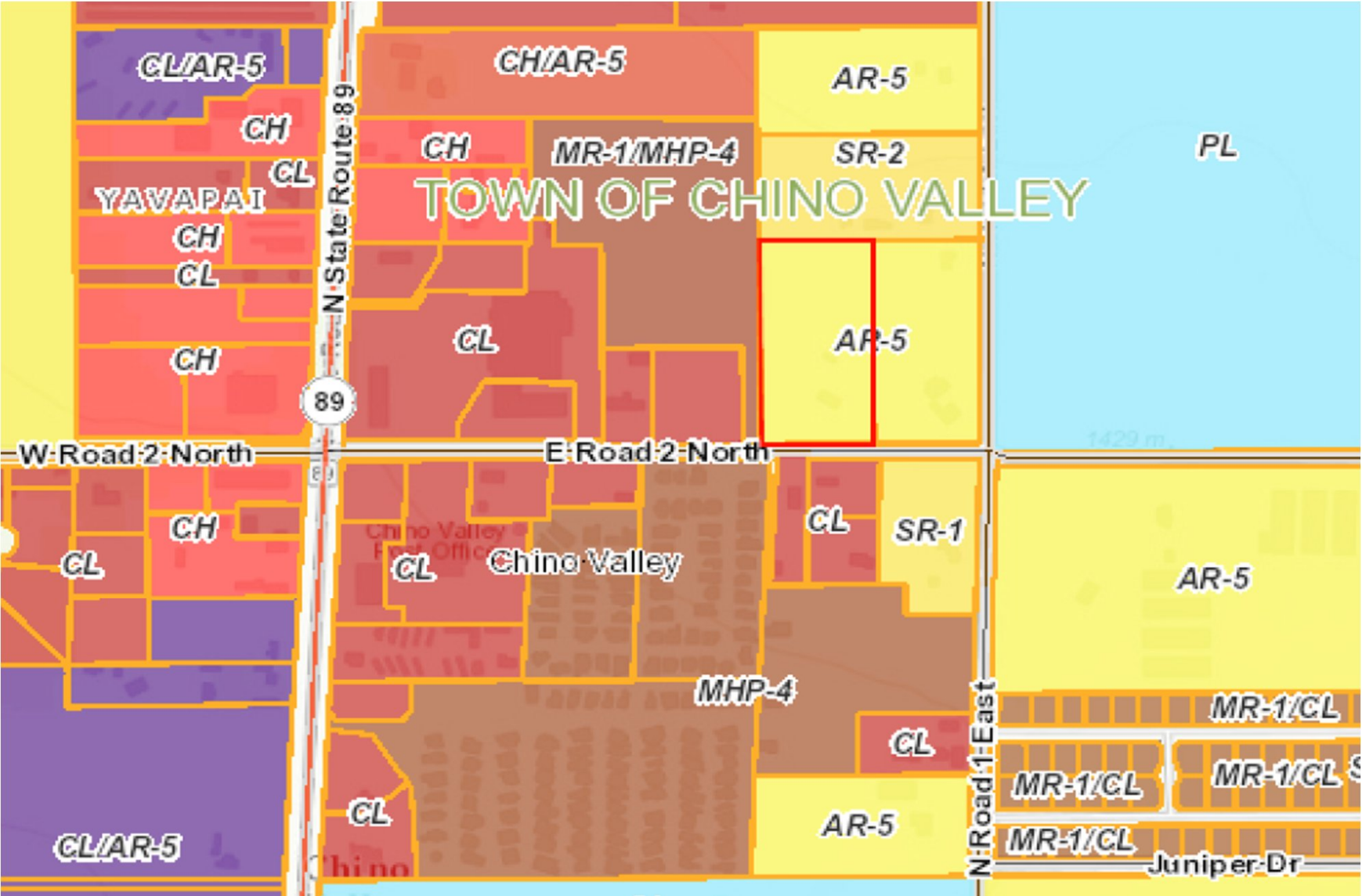
MARANELL GREENHOUSE

ZC15-001

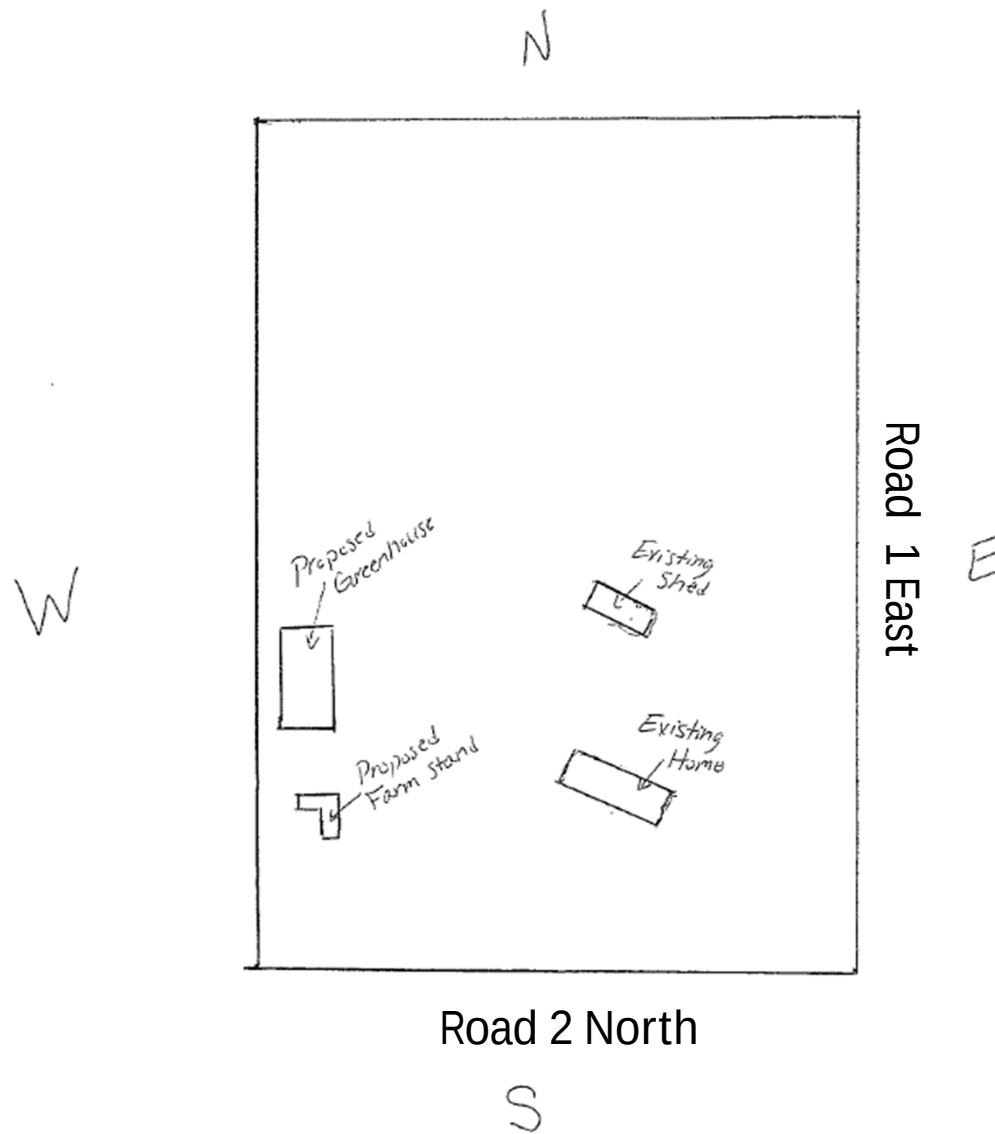
CUP15-001

DEVELOPMENT SERVICES DEPARTMENT

02/03/2015



Maranell Site Plan



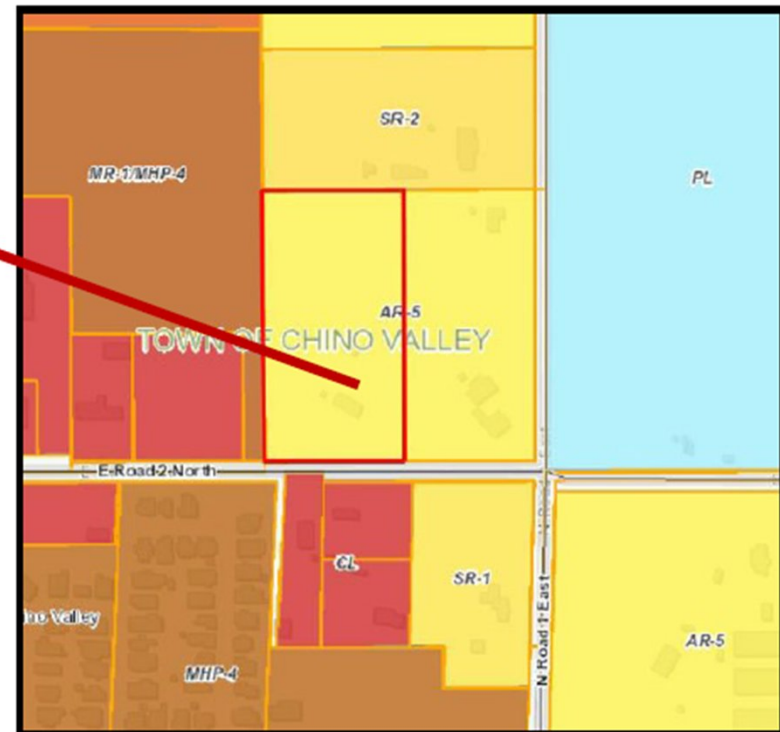
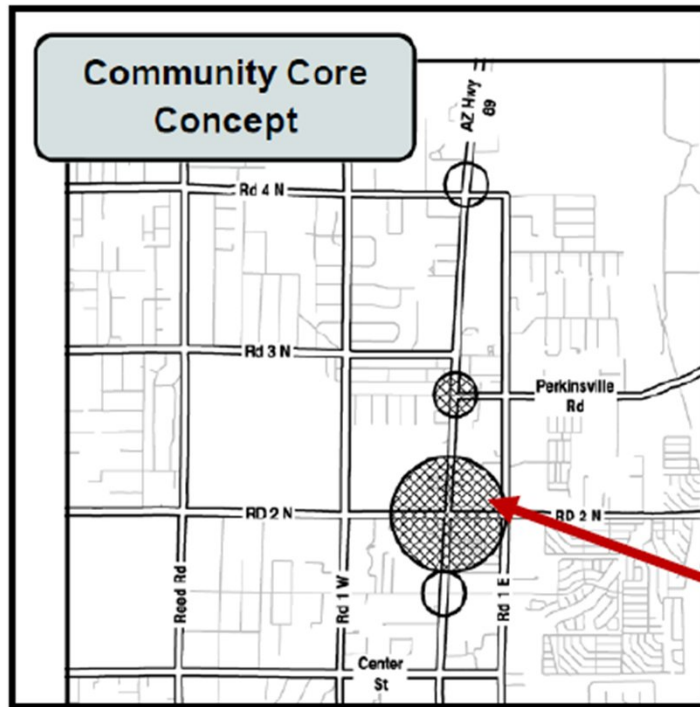


Exhibit "A"**PARCEL NO 1:**

All that portion of Tract 54 in Section 15, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southeast corner of Section 15, marked with a one and one-half inch iron pipe 16" below the road surface;

THENCE North 00°12'00" West (basis of bearing) 660.00 feet along the East line of Section 15 to a point;

THENCE South 89°53'30" West, 25.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 00°12'00" West, 330.19 feet to a point;

THENCE South 89°56'14" West, 634.83 feet to a one-half inch rebar;

THENCE South 00°15'02" East, 330.70 feet to a one-half inch rebar;

THENCE North 89°53'30" East, 634.53 feet to the TRUE POINT OF BEGINNING.

PARCEL NO 2:

All that portion of Tract 54 in Section 15, Township 16 North, Range 2 West of the Gila and Salt river Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Southeast corner of Section 15 marked with a one and one-half inch iron pipe 16" below the road surface;

THENCE South 89°53'30" West 330.00 feet along the South line of Tract 54 to a point;

THENCE North 00°12'00" West (basis of bearing par East line of Section 15) 25.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 89°53'30" West 328.97 feet to a point;

THENCE North 00°15'02" West 635.00 feet to a one-half inch rebar;

THENCE North 89°53'30" East 329.53 feet to a one-half inch rebar;

THENCE South 00°12'00" East 635.00 feet to the TRUE POINT OF BEGINNING.

APN: 306-20-032H

ORDINANCE NO. 15-793

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 4.78 ACRE(S) OF REAL PROPERTY LOCATED AT 920 E. ROAD 2 NORTH, FROM AGRICULTURAL/ RESIDENTIAL – 5 ACRE MINIMUM (AR-5) ZONING DISTRICT TO COMMERCIAL LIGHT (CL) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General Plan and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission, by a unanimous vote of all five (5) members present, recommends approval of the rezoning;

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 4.78 acre(s), described in Exhibit A and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from Agricultural/ Residential – 5 acre Minimum (AR-5) zoning district to Commercial Light (CL) zoning district.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of February, 2015 by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAINED:	_____

APPROVED this ____ day of _____, 2015.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

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

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2015, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2015.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. d.**

Meeting Date: 02/24/2015
Contact Person: Elyse DiMartino, Associate Planner
 Phone: 928-636-2646 x-1295
Department: Development Services
Item Type: Action Item - Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: 920 E. Road 2 North

AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit to change the legal non-conforming status of an existing residential use to conforming status after the property has been rezoned to Commercial Light (CL).

RECOMMENDED ACTION:

Approve a Conditional Use Permit to change the legal non-conforming status of an existing residential use to a legally conforming status after it has been rezoned to the Commercial Light (CL) zoning district.

SITUATION AND ANALYSIS:

Issue Statement

N/A

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

The purpose of this request is to obtain a conditional use permit for a residential use on subject parcel 306-20-032H. The subject parcel is located in Section 15, Township 16 North, Range 2 West, near the North-West corner of East Road 2 North and North Road 1 East. The parcel encompasses 4.78 acres. Surrounding uses include CL, AR-5, SR-2, & MR-1/ MHP-4.

The applicant would like to build a greenhouse to grow and sell organic produce while maintaining a residence onsite. The property is currently zoned Agricultural/Residential (5 acre minimum) (AR-5).

The applicant has requested to rezone the property to Commercial Light (CL). Should the applicant's request be approved, the residential use becomes a legal non-conforming use. By acquiring a CUP now, the property will be a legally conforming conditional use, and the applicant may make improvements that will expand the residential use (garage, deck) without having to repeat the public hearing process a second time.

Currently there is an existing mobile home and shed on the property. Upon approval of the zone change, the residential use becomes a legal non-conforming use in the Commercial Light zoning district. A conditional use permit will render the residential use a legal conforming use in the Commercial Light district, allowing the applicant to make improvements that will expand the residential use without having to repeat the public hearing process.

Findings of Fact

1. Granting the conditional use permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare; and
2. The proposed use is reasonably compatible with uses permitted in the surrounding area.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Maranell Maps

Legal Description

Maranell Use Permit

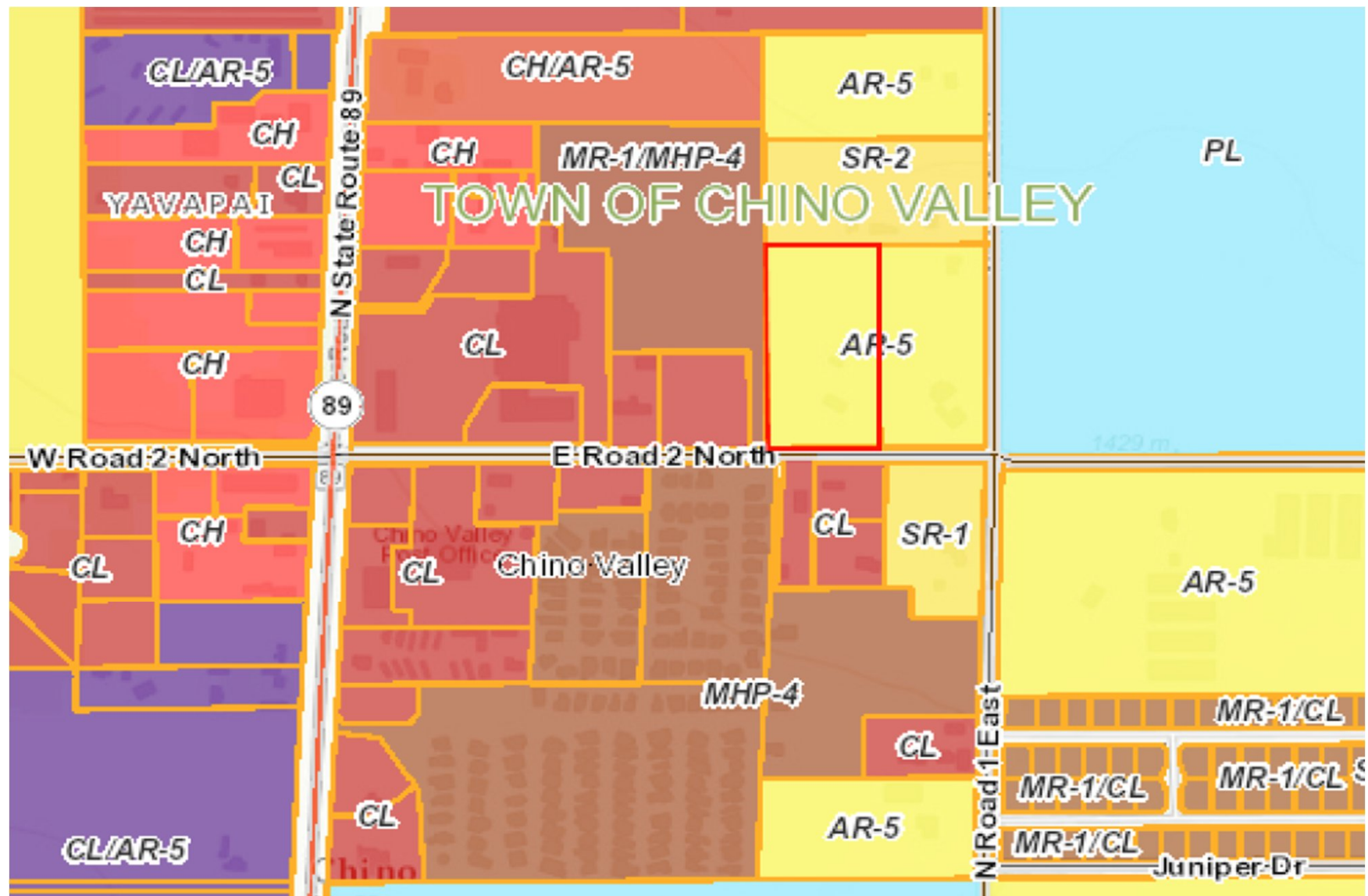
MARANELL GREENHOUSE

ZC15-001

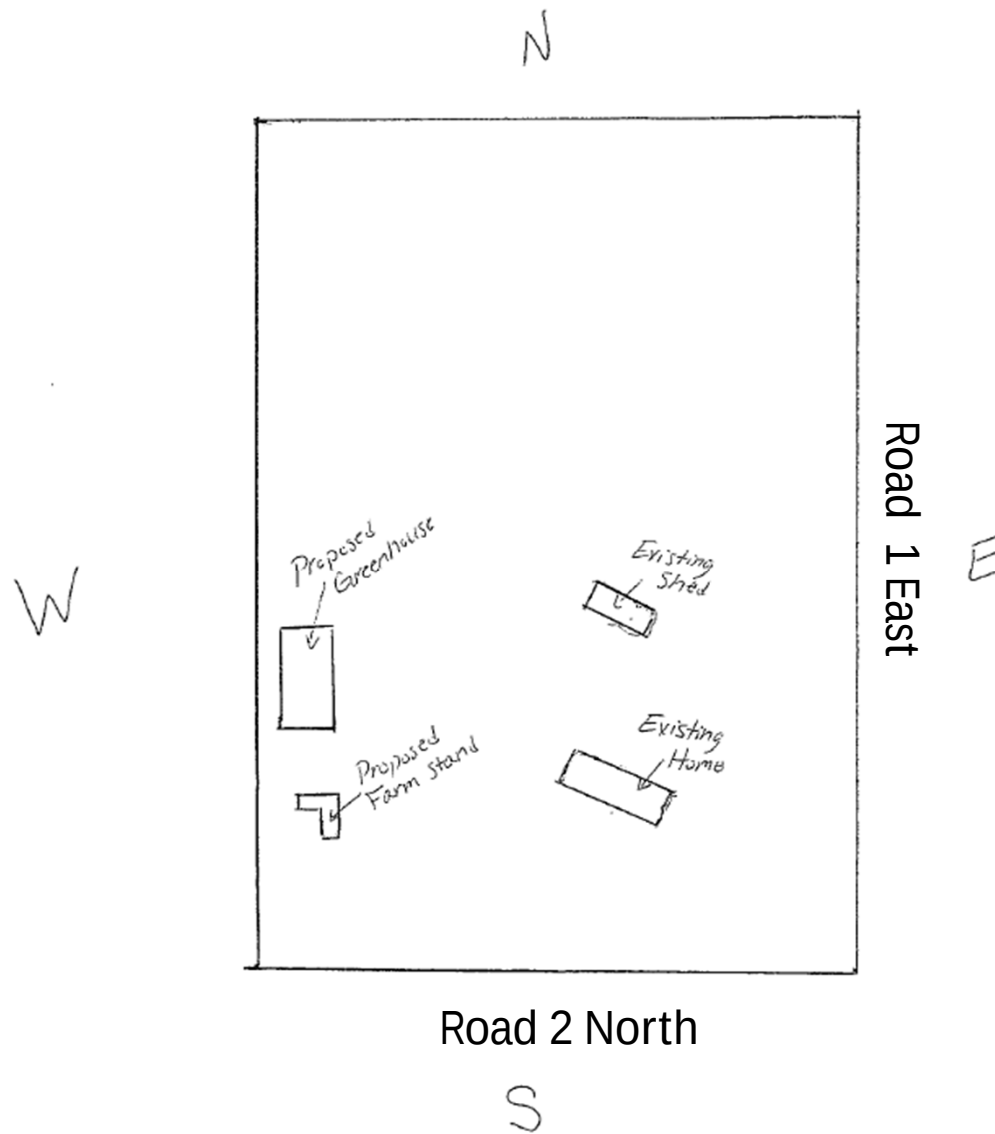
CUP15-001

DEVELOPMENT SERVICES DEPARTMENT

02/03/2015



Maranell Site Plan



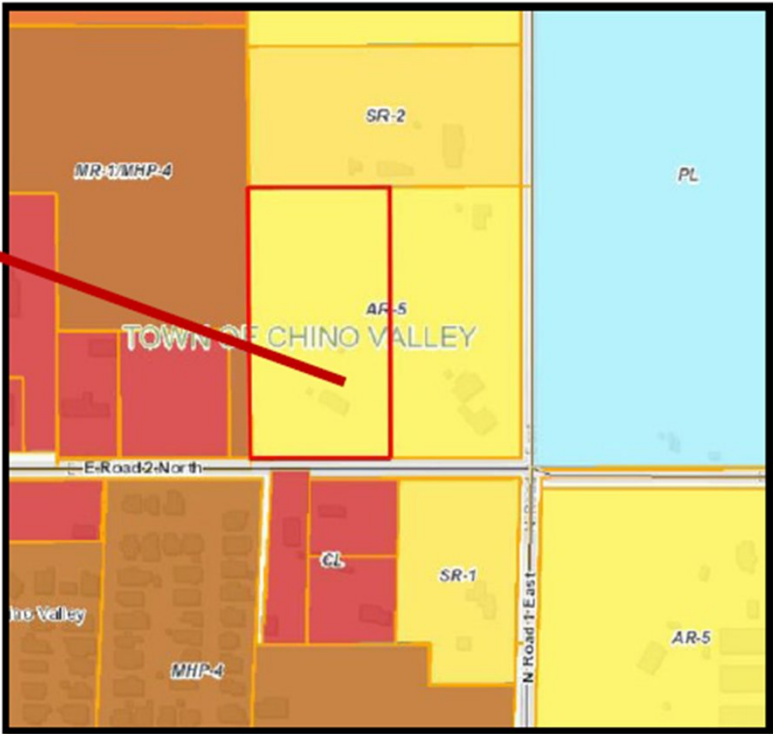
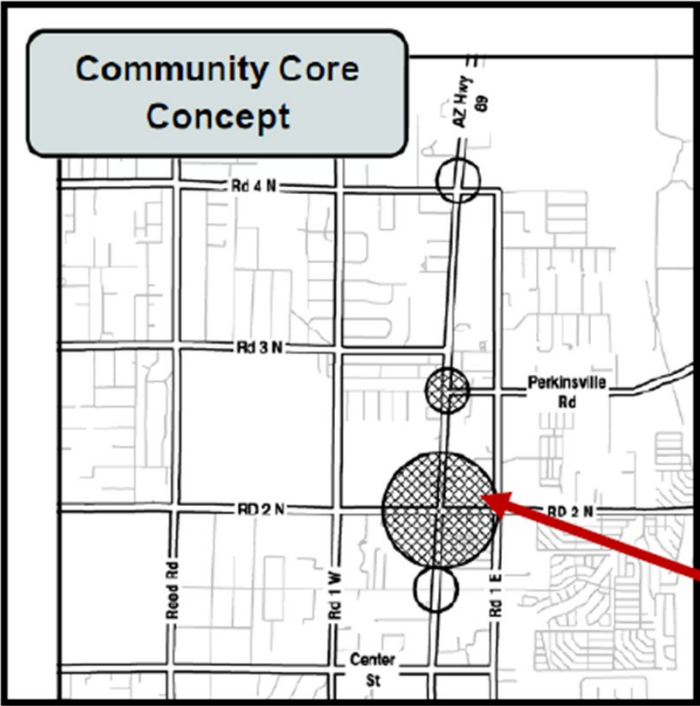


Exhibit "A"**PARCEL NO 1:**

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PARCEL NO 2:

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THENCE North 89°53'30" East 329.53 feet to a one-half inch rebar;

THENCE South 00°12'00" East 635.00 feet to the TRUE POINT OF BEGINNING.

APN: 306-20-032H



Development Services Department
1982 N. Voss Drive #203
Chino Valley, AZ 86323

928-636-4427
928-636-6937

25 February 2015

[INSERT NAME AND ADDRESS OF APPLICANT]

RE: Use Permit No.: 15-001
UP Name: Maranell

On February 24, 2015, the Chino Valley Town Council approved a Conditional Use Permit in the above-referenced case for approximately 4.78 acres of property located at 920 E. Road 2 North (Yavapai County Assessor's Parcel No. 306-20-032H), as shown on Exhibit 1, which is attached hereto and incorporated herein. The minutes from the Town Council meeting are available from the Town Clerk or online at chinoaz.net.

The Use Permit permits the continuation of the existing residential use in the Commercial Light (CL) zoning district.

This Use Permit is subject to all limitations set forth in the Chino Valley Unified Development Ordinance and in this Use Permit, including termination and/or revocation. If either commencement of the use or commencement of construction, pursuant to a valid building permit, has not occurred within 2 years of the effective date of this Use Permit, this Use Permit will automatically expire. The effective date is the 11th day after approval.

Please ensure that all public hearing notice signs installed on the site, if any, are removed immediately.

If you have any questions regarding this Use Permit, please contact Ruth Mayday at 928-636-3319 or by email at rmayday@chinoaz.net.

Sincerely,

Ruth Mayday
Development Service Director



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 02/24/2015
Contact Person: Ruth Mayday, Development Services Director
 Phone: 928-636-4427 x-1217
Department: Development Services
Estimated length 10 minutes
of Staff Presentation:
Physical location of item: Town Hall, Community Center, Library

AGENDA ITEM TITLE:

Informational Hearing, required by Unified Development Ordinance Section 4.25(E)(2), regarding proposed wireless tower installations at Town Hall, Recreation Center, and Library. (Ruth Mayday, Development Services Director)

SITUATION & ANALYSIS:

The Town is considering entering into agreements with SunState Towers and Pinnacle Consulting to provide enhanced wireless services by replacing the existing fiber-optic connections with a wireless system. Section 4.25 E (2) (Wireless Telecommunication Facilities, Permitted Uses) requires a informational hearing has been held during a regular or special meeting of the Town Council when such facilities are located on Town property.

The proposed project involves the construction of two (2) 100' monopole Verizon Cell Towers on which the Town will place dish antennas for the transmission of network data and telecommunications. In addition, Sunstate will construct an 80' tower for the Town at the Library, providing wireless communication between Town Hall, the North Campus, and Recreation Center. The Town will procure the necessary components for the tower at the Library either through its own process or through Sunstate, whichever is less costly.

The current computer network utilizes a fiber-optic connection, for which the Town pays Cable One \$1,100 per month. By replacing the fiber optic with wireless, the Town can save \$1,100 per month, or \$13,200 per year. The addition of two (2) Verizon cell sites will improve wireless services for the community as a whole. Out-of-Pocket costs to the town will be approximately \$28,000 for the materials to construct the 80' tower at the library and two (2) dish antennas to be placed on the Verizon towers at Town Hall and the Recreation Center.

In the 2014/15 Capital Projects Budget, \$140,000 was allocated for the remodel of the Recreation Center; \$40,000 was set aside for the enhancements to our current network. While the remodel has been postponed, there is still need for improvements to the Town of Chino Valley's existing wireless network. This project will provide a strengthened wireless signal for Verizon customers in town, and

save the Town \$13,200 annually by eliminating fiber-optic leasing costs.

Staff will bring the contracts to Town Council for consideration at the March 10, 2015 regular meeting.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 02/24/2015
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Community Center Park

AGENDA ITEM TITLE:

Consideration and possible action to make the finding that there is a reasonable basis for constructing the Chino Valley Skate Park capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy.

RECOMMENDED ACTION:

Make the finding that there is a reasonable basis for constructing the Chino Valley Skate Park capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy.

SITUATION AND ANALYSIS:

Issue Statement

On December 10, 2013, the Town entered into a professional services contract with California Skate Parks for the development of a concept and the necessary construction documents, based on that concept, for the construction of the Town of Chino Valley Skate Park. In December 2014, these construction documents were delivered to the Town. A set of the final construction documents is available in the Council's offices for review.

Since the development of this project, significant public support has been given for the project. Large companies, and many individuals, have offered to donate materials and labor for the successful delivery of this project. The engineer's estimate for the project is in excess of \$855,000. The availability of funding for this project will come from Parks Impact Fees and is estimated at \$19,000.00. John Willoughby, grants writer, is currently pursuing other funding for the project estimated at approximately \$50,000, bringing the total project budget to \$69,000.00.

Concrete for the project has been donated by Drake Cement. The rebar for the project has been donated by local individuals. The shot-crete for the project is being donated by Muddy Buddies. However, there is still a significant lack of resources necessary to deliver this project. A meeting is set for March 4, 2015 at 2:00 P.M. in the Council Chambers with local contractors, suppliers, and engineers in an effort

to develop a consortium of resources that will develop a strategy necessary to deliver this project based on the availability of funding.

Under the recently adopted procurement policy, a capital project may be constructed as an in-house project using primarily regularly employed Town personnel and volunteers. In order to do so, the Town Council must make a finding that there is a reasonable basis for constructing the project in-house and that the project is not being constructed in-house to avoid the bidding requirements. The purpose of this agenda item is to request the Council to make these findings with respect to the construction of Chino Valley Skate Park and declare this as in-house projects.

The Town is in the unique position of having many its Public Works employees with experience with heavy equipment and road construction experience to provide some base preparation for the Skate Park. These factors provide a reasonable basis to support the Council's findings as recognized by Section 32.05 (D)(g) of the Town Code.

The Town has secured engineering construction plans for the Chino Valley Skate Park Project and intends to construct in accordance with these documents. The Town will use its professional engineering staff for the project management and quality assurance oversight for the project. The two Town employees will provide the construction oversight to assure that the project is constructed in accordance with industry standards and the construction documents.

Based on the engineering cost estimates provided, items 3-14 are listed as items that may be performed by the Town and has an engineering estimate of \$186,670.00. Staff is not representing that these cost estimates are correct and accurate, however, they do represent a professional engineering estimate that will be significantly higher than the actual costs that the Town will incur.

As stated in the Town's procurement policies, the Town can use volunteers to complete a project that is declared as an in-house project. By authorizing the Public Works Department to perform some of the necessary preparatory work and use its professional engineers as oversight we can coordinate the necessary volunteers and other staff members necessary to successfully deliver this project to the public.

Applicable "Policy"

The Town's procurement policy allows the Council to declare a project as an in-house project. This declaration allows the Town's professional staff to coordinate the necessary volunteers and use Public Works crews to assist in the base preparation of the project.

Satisfaction of "Policy"

The Town's procurement policy allows for the Council to declare a project as an in-house project. This declaration satisfies the Town's procurement policy.

Summary of Issues and Staff Rationale

N/A

Findings of Fact

N/A

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available: 19,000

Funding Source:

Funds to come from Parks Impact Fees \$13,000 and P&R Grant Funds \$ 6,000.

Attachments

Cost Estimate



Chino Valley Skate Park
Chino Valley, AZ
Phase: 100% Cost Estimate
Date: 12/22/2014

Unit Prices may be adjusted per Town of Chino Valley if they are to perform the scope of work, Quantities shown for reference.

Construction - Permitting & Testing

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	Amount
1	Permits - All permit fees will be waived by the Town of Chino Valley (VERIFIED)	0 EA	\$ -	\$ -
SUBTOTAL				\$ -

Construction - General Conditions

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
2	Mobilization (15%)	1 EA	15%	\$ 105,144.38
SUBTOTAL				\$ 105,144.38

Construction - Clearing & Demo (QUANTITIES SHOWN ONLY FOR TOWN REFERENCE)

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
3	Clearing & Grubbing (To be performed by the Town of Chino Valley)	30,750 SF	\$ -	\$ -
4	Demolition of Existing storage yard paved surface (To be performed by the Town of Chino Valley)	2,100 SF	\$ -	\$ -
5	Demolition of Trees to be removed (To be performed by the Town of Chino Valley)	3 EA	\$ -	\$ -
6	Demolition of Existing 6'-0" Chain Link Fence (To be performed by the Town of Chino Valley)	310 LF	\$ -	\$ -
7	Demolition of Existing 4'-0" Barn Fence (To be performed by the Town of Chino Valley)	135 SF	\$ -	\$ -
8	Demolition of Existing Water line to be removed or capped (To be performed by the Town of Chino Valley)	0 LF	\$ -	\$ -
SUBTOTAL				\$ -

Construction - Earthwork / Subgrade-Prep & Drainage

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
9	Site Grading (outside skate park areas) (May be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	11,150 SF	\$ 1.00	\$ 11,150.00
10	Skate Park Rough Grading (Plaza)	19,600 SF	\$ 2.50	\$ 49,000.00
11	Skate Park Fine Grading (Plaza)	19,600 SF	\$ 2.50	\$ 49,000.00
12	Export (To be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	865 CY	\$ 30.00	\$ 25,950.00
13	Import - 18" Structural Fill per Geotechnical Recommendations (To be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	1,506 CY	\$ 30.00	\$ 45,180.00
14	French Drain with 4" - 6" Perforated PVC Pipe (To be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	213 LF	\$ 30.00	\$ 6,390.00
SUBTOTAL				\$ 186,670.00

Skate Park Construction - Cast-In-Place Concrete

ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
15	Sawcuts (May be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	2,335 LF	\$ 1.50	\$ 3,502.50
16	Cold Joints (May be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	1,005 LF	\$ 2.00	\$ 2,010.00
17	Expansion Joints (May be performed by the Town of Chino Valley, price to be reviewed and adjusted if necessary)	730 LF	\$ 2.00	\$ 1,460.00
18	6" Flat Top Deck - Rebar Reinforced Concrete	15,038 SF	\$ 10.00	\$ 150,380.00
19	12" Deck Thickened Edge - Rebar Reinforced	1,000 SF	\$ 25.00	\$ 25,000.00
20	Stairs / Steps - Rebar Reinforced Concrete	315 SF	\$ 60.00	\$ 18,900.00
21	Ledges / Boxes / Manual Pads / Jersey Barriers - Including Thick Edge Type Footing	528 CF	\$ 75.00	\$ 39,600.00
22	Turndown Wall (12" - 36")	285 CF	\$ 70.00	\$ 19,950.00

Skate Park Construction - Concrete Pigment

23	Colored Concrete Pigment	3,000 SF	\$ 3.00	\$ 9,000.00
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Skate Park Construction - Shotcrete (SPECIALTY)				
24	6" Transition - Shotcrete	3,487 SF	\$ 30.00	\$ 104,610.00
25	6" Banks - Shotcrete	2,098 SF	\$ 25.00	\$ 52,450.00
26	Extensions - Shotcrete	5 SF	\$ 80.00	\$ 400.00
Skate Park Construction - Metal FabricationS (SPECIALTY)				
27	2" Round Steel Coping	180 LF	\$ 50.00	\$ 9,000.00
28	6" x 4" Angle Iron Tray	65 LF	\$ 55.00	\$ 3,575.00
29	6" C-Channel Coping	565 LF	\$ 55.00	\$ 31,075.00
30	6" Face Plate	380 LF	\$ 50.00	\$ 19,000.00
31	BMX Protection- Straight	0 LF	N/A	N/A
32	BMX Protection- Radial	0 LF	N/A	N/A
Skate Park Construction - Metal Fabrications (SPECIALTY)				
33	2" Round Steel Rail	90 LF	\$ 125.00	\$ 11,250.00
34	2" x 3" Vertical Rectangular Steel Rail	30 LF	\$ 135.00	\$ 4,050.00
35	2" x 6" Vertical Rectangular Steel Rail	20 LF	\$ 150.00	\$ 3,000.00
36	Rail Footings	154 CF	\$ 20.00	\$ 3,080.00
Skate Park Construction - Entry Signs				
37	Metal Entry / Rules Sign with Tubular Steel Post	1 EA	\$ 3,000.00	\$ 3,000.00
SUBTOTAL				\$ 514,292.50

Construction				
ITEM NO.	DESCRIPTION	APPROX. QUANTITY AND UNIT	UNIT PRICE	TOTAL AMOUNT
38	Construction Contingency (7%)	1 EA	7%	\$ 49,067.38
39	Sales Tax (No sales tax will need to be assessed, this will be a tax exempt project completed by the Town) (VERIFIED)	0 EA	\$ -	\$ -
SUBTOTAL				\$ 49,067.38

TOTAL PROJECT COST ESTIMATE	\$ 855,174.25
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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. g.

Meeting Date: 02/24/2015
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Center Street, 2015 Spring Chip Seal Program

AGENDA ITEM TITLE:

Consideration and possible action to make the finding that there is reasonable basis for constructing the following capital projects in-house; Center Street between Road 1 East and Cottonwood Lane, 2015 Spring Chip Seal Program, and roadway preparation for the Community Development Block Grant Project; and that these projects are not being constructed in-house to avoid the bidding requirements, pursuant to the Town's procurement policy.

RECOMMENDED ACTION:

Make the finding that there is reasonable basis for constructing the following capital projects in-house; Center Street between Road 1 East and Cottonwood Lane, 2015 Spring Chip Seal Program, and roadway preparation for the Community Development Block Grant Project; and that these projects are not being constructed in-house to avoid the bidding requirements, pursuant to the Town's procurement policy.

SITUATION AND ANALYSIS:

Issue Statement

Under the recently adopted procurement policy, a capital project may be constructed as an in-house project using primarily regularly employed Town personnel and volunteers. In order to do so, the Town Council must make a finding that there is a reasonable basis for constructing the project in-house and that the project is not being constructed in-house to avoid the bidding requirements. The purpose of this agenda item is to request the Council to make these findings with respect to the construction of Center Street, the 2015 Spring Chip Seal Program, and the aggregate base course for the Community Development Block Grant Roadway Surfacing Project and declare these as in-house projects.

The construction of Center Street as an in-house project will facilitate the resolution of pending litigation by constructing another segment of roadway that the Town committed to build under resolution 13-1014 approved on June 25, 2013. Under this resolution, the Town committed to constructing Center Street, Road 4 South, and the Peavine Trail Roadway, in support of building capacity and transportation enhancements in the Town. This resolution was adopted as a demonstration

to Deep Well Ranches of the Town's commitment to build these roadways and was also used as a portion of the negotiated settlement with Cortez Enterprises. Resolution 14-1046 adopted on September 9, 2014 authorized staff to secure the necessary right-of-way for the Center Street project.

The Town is in the unique position of having many its Public Works employees with experience with heavy equipment and road construction experience. These factors provide a reasonable basis to support the Council's findings as recognized by Section 32.05 (D)(g) of the Town Code.

The Town has secured partial engineering construction plans (approximately 50% construction plans) for the Center Street Project and intends to field engineer the project using the expertise of the two professional engineers on staff. The two Town employees will provide the construction oversight to assure that the project is constructed in accordance with industry standards. Civil Tec, the design engineer, by separate contract, will provide the construction staking and surveying for the project.

The 2015 Spring Chip Seal program was approved by Council on September 9, 2014 and set a maximum of \$50,000 for the chip seal of Center Street and \$170,000 for other streets. This agenda item will authorize the purchase of base materials, hauling of base materials, equipment to compact, and milling for the 2015 Spring Chip Seal Program. The roadways identified were Damion Loop, Karen Acres, Bumblebee Avenue, Road 1 North between Road 1 East and Cactus Wren, and Road 1 East between Perkinsville Road and Road 4 North, pending the availability of funding as set forth in the Council approval.

The Community Develop Block Grant (CDBG) project was approved through resolution 14-1027 on March 25, 2014. Prior to the placement of the paved surface, the roadways will require hauling of base materials necessary to prepare the roadway for the upcoming paving project. This agenda item will authorize the purchase of base materials, hauling of base materials, and equipment to compact the roadway for the CDBG paving project.

The Center Street Roadway Construction Project

- Aggregate Base Course. This includes the provision of crushed rock in accordance with MAG and YAG standards that will be used as the base material for the chip sealed surface. The quantity for this item is based on a 26' wide roadway 5,500' in length and 8" deep. \$35,000.00.- Milling. This includes milling the existing roadway between Ho Ho Kam Drive and Cottonwood Lane. \$4,000.00
 - Trucking. This includes the necessary trucking to haul the AB material from the source to the project. \$6,000.00.
 - Processing. This includes the time and equipment necessary to properly prepare the moisture content of the AB for compaction and the rental of appropriate equipment. \$10,000.00
- Center Street Total for Roadway Construction prior to Chip Seal - \$55,000.00

2015 Spring Chip Seal Program

- Aggregate Base Course. This includes the provision of crushed rock in accordance with MAG and YAG standards that will be used as the base material for the chip sealed surface for Damion Loop, Karen Acres, and Bumblebee Avenue. The quantity for this item is based on a 24' wide roadway 9,200' in length and 4" deep. \$27,000.00.
 - Milling. This includes milling the existing chip sealed surface and re-compacting the millings with new AB. \$10,000.00.
 - Trucking. This includes the necessary trucking to haul the AB material from the source to the project. \$11,000.00.
 - Processing. This includes the time and equipment necessary to properly prepare the moisture content of the AB for compaction and the rental of appropriate equipment. \$15,000.00.
- 2015 Chip Seal Program Total for Roadway Construction prior to Chip Seal - \$63,000.00.

Roadway Preparation for the CDBG Project

- Aggregate Base Course. This includes the provision of crushed rock in accordance with MAG and YAG standards that will be used as the base material for the paved surface for Cottonwood Avenue, Center Street between Cottonwood and Railroad Avenues, Lazy Loop, Railroad Avenue, Lobo Lane, and Sunset Drive. The quantity for this item is based on a 26' wide roadway 9,300' in length and 4" deep. \$28,000.00.
 - Trucking. This includes the necessary trucking to haul the AB material from the source to the project. \$11,000.00.
 - Processing. This includes the time and equipment necessary to properly prepare the moisture content of the AB for compaction and the rental of appropriate equipment. \$15,000.00.
- CDBG Project Total for Roadway Construction prior to Paving - \$54,000.00.

Pursuant to A.R.S. 34-204(D), a street, road, bridge, water or sewer work may be constructed either with or without the use of the agent's regularly employed personnel without advertising for bids, provided that the total cost of the work does not exceed approximately \$216,000.00. Adding the estimated costs for all three projects for a total of \$172,000.00.

Town staff therefore requests the Council make the required findings and declare Center Street, the 2015 Chip Seal Program and the Roadway Preparation for the CDBG Project to be in-house projects.

Applicable "Policy"

Several resolutions have been approved over the last many years relating to these project. Resolution 13-1014 lists the intent to construct the Center Street Project. Resolution 14-1046 calls for staff to acquire the necessary ROW for the Center Street Project.

The Council approved the 2015 Chip Seal Program on September 9, 2014. The following roadways/areas will be resurfaced in the following priority based on the availability of funding approved that day: Damion Loop, Karen Acres, Bumblebee Avenue, Road 1 North between Road 1 East and Grasshopper Lane, and Road 1 East between Perkinsville Road and Road 4 North.

The CDBG project was approved under resolution 14-1027.

Satisfaction of "Policy"

The approval of the declaration of in-house projects to Center Street, the 2015 Chip Seal Program, and the Roadway Preparation for the CDBG Project is in compliance with Town resolutions and approvals.

Summary of Issues and Staff Rationale

N/A

Findings of Fact

The approval of the declaration of in-house projects to Center Street, the 2015 Chip Seal Program, and the Roadway Preparation for the CDBG Project is in compliance with Town resolutions and approvals.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available: \$172,000

Funding Source:

Funds to come from Public Works Roadway Maintenance line item in the HURF Fund and Roads Impact Fees in the Capital Improvement Fund.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. h.**

Meeting Date: 02/24/2015
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to approve the rental agreements with RDO Equipment Company for an amount not to exceed \$3,866, Road Machinery, LLC for an amount not to exceed \$9,515, and Empire Southwest, LLC for an amount not to exceed \$26,904.04 for Center Street, 2015 Spring Chip Seal Program, and the roadway preparation for the CDBG project.

RECOMMENDED ACTION:

Approve the rental agreements with RDO Equipment Company for an amount not to exceed \$3,866, Road Machinery, LLC for an amount not to exceed \$9,515, and Empire Southwest, LLC for an amount not to exceed \$26,904.04 for Center Street, 2015 Spring Chip Seal Program, and roadway preparation for the CDBG project.

SITUATION AND ANALYSIS:

Issue Statement

Pursuant to the in-house declaration for Center Street, the 2015 Spring Chip Seal Program, and the Roadway preparation for the CDBG project, attached is a series of rental agreements that are based on the FY 14/15 Yavapai County bid for the provision of equipment contract number 1420289. The Town has the need to rent certain equipment that is necessary to successfully complete the projects.

There are three vendors that we propose to rent heavy roadway equipment from. These are:

RDO Equipment Company
 - John Deere 210G Excavator

Road Machinery, LLC
 - 12 Ton Sheepsfoot Roller
 - 12 Ton Steel Wheel Double Drum Roller

Empire Southwest, LLC
 - Pneumatic 7-Wheel Rubber Tire Roller (2)

- Self Propelled Side Cast Enclosed Broom (2)

The duration for each piece of equipment will vary based on the project need. It is estimated that the time for the John Deere 210G Excavator will be 2 weeks (\$1,733.00 per week. The 12 Ton Sheepsfoot Roller is estimated at 2 weeks (\$1,530 per week) and the 12 Ton Steel Double Drum Roller for 5 weeks (\$1,215 per week.) Two Pneumatic 7-Wheel Rubber Tire Rollers will be rented for a period of 6 weeks (\$1,500 per week each) and two Self Propelled Side Cast Enclosed Brooms for 6 weeks (\$695 per week each) also. The extended prices for these rentals are as follows:

RDO Equipment Company

- John Deere 210G Excavator for 2 weeks @ \$1,700 per week subtotals to \$3,466, plus \$400 delivery totals \$3,866.

Total for RDO is \$3,866.

Road Machinery, LLC

- 12 Ton Sheepsfoot Roller for 2 weeks @ \$1,530 per week subtotals \$3,060, plus \$190 delivery totals \$3,250.

- 12 Ton Steel Wheel Double Drum Roller 5 weeks @ \$1,215 per week subtotals \$6,075, plus \$190 delivery totals \$6,265.

Total for Road Machinery is \$9,515.

Empire Southwest, LLC

- Two Pneumatic 7-Wheel Rubber Tire Rollers for 6 weeks @ \$1,500 per week subtotals \$18,000, plus \$200 each for delivery totals \$18,400.

- Two Propelled Side Cast Enclosed Broom 6 weeks @ \$695 per week subtotals \$8 340, plus \$82.02 each for delivery totals \$8,504.04.

Total for Empire Southwest is \$26,904.04.

Applicable “Policy”

Satisfaction of “Policy”

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available: 40285.04

Funding Source:

Funds to come from Public Works Roadway Maintenance line item in the HURF Fund and Roads Impact Fees in the Capital Improvement Fund

Attachments

RDO Agreement

Road Machinery Agreement

Empire Agreement

AGREEMENT
TO PROVIDE HEAVY EQUIPMENT RENTAL SERVICES PURSUANT TO A
COOPERATIVELY BID 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 RDO Equipment Company, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

- A. Contractor has contracted with Yavapai County to provide heavy equipment rental services, pursuant to Contract No. 1420289 (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 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 equipment on a rental basis:

1 - John Deere 210G Excavator

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 Yavapai County 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. Reserved.

3. Payment. The Contract Fee is an amount not to exceed \$3,866.00. 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.

4. 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. All references to Yavapai County in the Cooperative Purchasing Contract shall, for purposes of this contract, mean Town of Chino Valley.

5. Contract Term and Renewal.

The term of this Contract shall commence upon approval and continue through June 30, 2015.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply. Town shall provide \$1,000,000 General Liability and Rented and Leased Equipment coverage – blanket of \$250,000.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2015.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

PROJECT PROVISIONS AND SPECIFICATIONS
FOR
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA

Contract #1420289

August 1, 2014 – July 31, 2015

Board of Supervisors

Rowle Simmons, Chairman
Craig Brown, Member
Thomas Thurman, Member
Jack Smith, Member
A.G. “Chip” Davis, Member

Clerk of the Board of Supervisors

Ana Wayman-Trujillo

Public Works Director

Byron Jaspers, P.E.

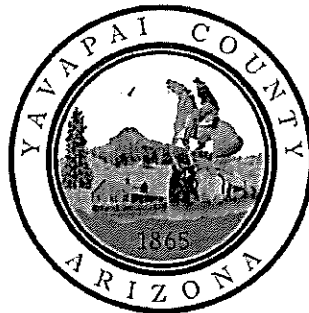


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SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA**Contract #1420289****08/01/14 to 07/31/15**

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Special Provisions	5 - 10
Technical Specifications	11 – 14
Contract Sample – DO NOT SUBMIT	15 – 17

CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County, in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday June 26, 2014, for SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; CONTRACT #1420289, in strict accordance with the specifications on file in the office of the Yavapai County Department of Public Works, Prescott, Arizona. No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud at 2:00 p.m. on Thursday, June 26, 2014.

Specifications and Contract Documents will be available by end of day Monday, June 9, 2014, on the following website:

<http://www.planroomdirect.com/group/yavapai-county-public-works-department>

All proposals shall be submitted in strict accordance with the ***INSTRUCTIONS FOR BIDDING*** included on the website and submitted on the documents provided therein and shall include all applicable taxes

Each proposal shall be submitted, either by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: June 5, 2014

/s/ Ana Wayman-Trujillo, Clerk
Yavapai County Board of Supervisors

Publish:

The Prescott Courier: June 8, 9, 10, 11, 2014

Verde Independent: June 11, 13, 2014

GENERAL PROVISIONS

1. Bid Price shall be made F.O.B. to the designated delivery points within Yavapai County as specified herein. All bid prices shall be held firm for a period of sixty (60) days after the bid opening. All Bid Prices shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**
2. The County shall not permit any bid to be modified once the sealed bid has been publicly opened by the County at the bid opening. Modifications proposed after the bid opening to make a product conform to the specifications will not be considered. No responsibility will attach to a County employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.
3. Equipment and materials bid shall be current design and meet specifications, unless otherwise specified. Bidder must identify the manufacturer of each product that he is bidding. Bidder should supply all information necessary for the County to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the bidder proposes to furnish.
4. Quantities as shown in the bid form are estimates only based upon available information. The County reserves the right to adjust the quantities as necessary to meet its needs. The County does not guaranty any minimum or maximum amounts of purchase.
5. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.
6. The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County.
7. Bidders shall have any and all licenses required to perform the work specified herein, and shall conform to all applicable Federal, State and local codes and laws.
8. Terms and Payment: Invoices shall be prepared and submitted in the precise manner requested by County. All unit prices and totals shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT**

SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.

9. Failure on the part of the bidder to comply with all of the above instructions may result in bid rejection by the Board of Supervisors, and/or cancellation of orders without liability to the County.
10. All Special Provisions and Technical Specifications take precedence over General Provisions where there is a conflict.
11. Submittal of the proposal by the vendor shall indicate that the vendor agrees to all terms and conditions of the contract.
12. Bid must be submitted in accordance with *Instructions for Bidding* included with the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.
13. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.
14. Piggy-Back Clause (Cooperative Use of Contract): This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any

liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

SPECIAL PROVISIONS

1. Contract Length:

This call for bids is for awarding fixed price, purchasing contract(s) to cover a one (1) year period.

2. Option To Extend:

This contract may be extended from a period of one month up to a maximum of two (2), one (1) year options with the approval of the Board of Supervisors and the vendor(s). The vendor(s) shall be notified by Contract Administration of the County's intention to extend the contract period.

3. Unconditional Termination for Convenience:

Yavapai County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

4. Termination for Default:

If the Vendor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Vendor has failed to remedy the problem after being forewarned.

5. Termination by the County:

If the vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide proper equipment or materials, or persistently or repeatedly disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Vendor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed fifteen calendar days to cure such deficiencies.

6. Organization - Employment Disclaimer:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligation of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the vendor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The vendor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

7. Indemnification:

The vendor(s) agree to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnitee, from all suits, including attorneys fees and costs of litigation, actions, loss, damage, expense, cost, or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of vendor or on account of any action, claim or amount arising out of failure of the vendor under Workers Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

8. Insurance Requirements:

The successful bidder(s) will agree to carry all insurance which may be required by Federal and State laws, County and City Ordinances, charters, regulations and codes.

9. Damage Waiver:

Yavapai County is self insured. An insurance certificate shall be filed with the vendor, naming vendor as certificate holder upon award of a contract. The certificate of insurance shall be kept current and shall be considered acceptable proof of insurance throughout the entire term of the contract, including any extensions. The vendor hereby agrees to accept the Yavapai County certificate of insurance in lieu of any damage waiver or insurance to be charged. Yavapai County will, under no conditions, pay or be charged for insurance or damage waiver for equipment ordered under this contract.

10. Addendums:

Yavapai County may institute changes or modifications to the specifications and will notify all participants by an addendum to these specifications.

11. Deletions of Service:

Should a service requirement be deleted, payment to the vendor will be reduced proportionally to the amount of reduced service in accordance with the bid prices.

12. Incorporation of Bid Into Contract:

The contents of this solicitation are to be incorporated into the contract.

13. Contract Compliance Monitoring:

The vendor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided under this contract.

14. Validity:

The invalidity, in whole or in part, of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

15. Conformation With The Law:

The services provided under this contract shall be accomplished in conformity with the laws, ordinances, rules, regulation, and zoning restrictions of the United States of America, the State of Arizona, Yavapai County and any jurisdiction which may have authority.

16. Non-Collusion:

The vendor hereby certifies that neither the vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

17. Covenant Against Contingent Fees:

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this agreement in accordance with the termination clauses, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Financial Status:

The vendor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

19. Statutory Right of Cancellation for Conflict of Interest:

Notice is given that pursuant to A.R.S. 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

20. Retention of Records:

The vendor agrees to retain all financial books, records, and other documents relevant to this contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. Adequacy of Records:

If the vendor's books, records and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, the vendor shall reimburse Yavapai County for the services not so adequately supported and documented.

22. Purchase Order Cancellation:

The County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance.

23. Rights in Data:

The County shall have the use of data and reports resulting from this contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.

24. Operator Responsibility:

The County will be responsible for damages to vendor property due to operator negligence or abuse when such property is the responsibility or in the custody of the County, its employees or subcontractors.

25. Vendor License Requirement:

The vendor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of, and shall comply with, existing and future Federal, State and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract.

26. Delivery:

It shall be the vendor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications.

27. Incurring Costs:

Yavapai County is not responsible for any costs incurred in preparing this bid, including the acquisition of equipment, supplies and/or personnel.

28. Public Record:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

29. Evaluation Criteria:

The evaluation of this bid will be based on but not limited to the following:

- A. Compliance with the specifications
- B. Cost
- C. Vendor's maintenance program
- D. Vendor's performance history
- E. Vendor's prompt response time for repairs

30. Award:

This contract will be awarded to the responsible, responsive bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a vendor who is *not* the low bidder.

33. Inquiries:

All inquiries concerning information contained herein shall be addressed to:

Yavapai County Public Works
Contract Administration
1100 Commerce Drive
Prescott, AZ 86305
928.771.3183

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

TECHNICAL SPECIFICATIONS

RENTAL OF NEW OR USED CONSTRUCTION EQUIPMENT

1.0 INTENT:

The intent of these specifications is to obtain a source(s) for renting various types of construction equipment as required by Yavapai County. It is expected that this contract will be awarded to multiple vendors.

- 1.1 The specifications and item descriptions are intended to represent items known to meet the County's requirements.
- 1.2 This is a requirement type contract based on historical usage and is structured to best serve the needs of Yavapai County Roads Division, Flood Control District, and other departments as required.
- 1.3 This contract will be awarded to the responsive responsible vendor(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors, and shall be for a period of one (1) year from the date of award. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

2.0 SUPPORTIVE SPECIFICATIONS:

2.1 Invoices:

Invoices must be submitted to Yavapai County in the precise manner requested and shall be accompanied by a signed proof of delivery. The vendor shall also provide the County a copy of the rental agreement at the time of the equipment return. No deposits or retention of any type will be authorized.

2.2 Vendor Location:

Vendors having more than one location shall make these sites available for releasing the desired equipment to the County.

2.3 Scheduling:

The County will request delivery of equipment to locations as specified herein from the closest vendor location to the delivery site. The County representative will give **at least 24 hours advance notice** of the desired delivery date. However, emergencies will occur and must be accommodated with the least amount of time loss.

2.4 Rental Rates:

All equipment listed in the proposal either by size or model shall be understood to mean "Equal or Better".

Each bidder shall provide daily, weekly and monthly rates for the available equipment listed on the proposal, as well as the delivery/pick-up rate for each item listed. All rates shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APPLICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**

Equipment shall be ready for immediate operation. If trailers are required for transportation or operation of specified equipment, they must be provided at no additional cost to the County.

Rental rates should include all ancillary components and supplies. (i.e. brush wear charge, cleaning, sharpening, misc. supplies, etc.) Normal wear items such as tires, broom wear, blades, cutting edges, teeth, points, etc., are excluded and shall be invoiced separately.

Yavapai County will be responsible for refueling equipment to the level at which it was received either by refueling prior to return of the equipment to the vendor, or by reimbursing vendor for refueling.

Yavapai County will not pay vendor for down-time due to service and repairs. Rates will be prorated based on the "day", "week" or "month" charges.

Definitions:

"Day" shall mean ten (10) hours.

"Week" shall mean forty (40) hours.

"Month" shall mean one hundred seventy-five (175) hours.

2.5 Maintenance:

Yavapai County shall be responsible to perform the following daily preventative maintenance on equipment in its possession per the general provisions, special provisions, and technical specifications:

Visual inspection

Check and maintain fluid levels: water, engine oil, hydraulic oil

Daily lubrication

Tire repair: Vendor shall supply a list of their preferred tire repair company. County to reserve the right to repair in-house or use vendor's list.

The vendor shall be responsible to perform any and all equipment service and repairs including but not limited to the following:

Safety equipment inspection

Oils and coolants change

Engine oil and filter change

Hydraulic oil and filter change

Tune-ups

Operational check

Filters and parts

Pressure and flow checks

Examination for wear

Repair mechanical failures

Normal wear and tear

In the event that the equipment is in possession of the County during any Service Due Interval or mechanical failure, the vendor shall promptly either replace the equipment, or perform the service or repair in the field at a time convenient to the County. Either option shall be at no charge to the County.

If the equipment is not operable after delivered to the site, vendor and County will discuss the most economical and feasible method of repair. If the County performs repairs, vendor will hold the County harmless from any liability or damages incurred for future repairs to the same parts.

2.6 Delivery/Pick-up:

Deliveries shall be made to the location designated by the County. A mileage charge will be allowed for delivered/picked-up equipment at a rate as identified in the bid as "Delivery Rate". The delivery rate shall be calculated *from* the closest vendor location *to* the requested delivery site. The pick-up rate shall be calculated from the site where the equipment is located to the closest vendor location.

The County reserves the right to pick up or deliver equipment as deemed practical or necessary, in which case no delivery/pick-up rate shall be charged.

The County shall not be responsible for equipment not picked up in a timely manner by the vendor. Possession of equipment shall be considered terminated immediately upon telephone notification by the County to the vendor.

Relocation of Equipment:

Delivery rates for relocation of equipment from one site to another at the request of the County shall be as follows:

- A. Equipment relocated by the vendor at the request of the County shall be allowed a delivery charge from the current location of the equipment to the new site.
- B. The County reserves the right to relocate the equipment at no cost using County forces.

2.8 Operators:

The County shall provide experienced operators for all rented equipment.

2.9 Rejection of Equipment:

The County may reject equipment if in its opinion the equipment is not capable of performing the work in a suitable manner. Rejection of unsuitable equipment shall be at the sole discretion of the County.

***BIDDERS ARE REQUIRED TO USE ATTACHED FORMS
TO SUBMIT THEIR BIDS***

BIDDERS ARE NOT REQUIRED TO BID ON ALL EQUIPMENT

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and _____, party of the second part, hereinafter designated the VENDOR. This contract will be in effect from August 1, 2014 to July 31, 2015.

WITNESSETH: That the Vendor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Vendor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified that are necessary for **SUPPLY RENTAL EQUIPMENT YAVAPAI COUNTY, ARIZONA; Contract #1420289**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Vendor with his proposal, and the additional drawings or prints and other information furnished by the Vendor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Vendor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees,

and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the COUNTY. Nothing herein shall act to establish privity of contract between the COUNTY and any subcontractor.

Any breach of CONTRACTOR’S or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to COUNTY approval as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY’S rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR’S books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

In return for the performance of this contract by the Vendor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds

Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY
Party of the First Part

By: _____
Rowle Simmons, Chairman
Yavapai County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

VENDOR
Party of the Second Part

By: _____
(Signature/Official Title)

Address

City/State/Zip Code

Telephone/Fax Numbers

ATTEST:

Witness: If Vendor is an Individual

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

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

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

Delivery Location: *Town of Chino Valley*

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

BID TABULATION
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY - CONTRACT #1420289
EFFECTIVE 8/1/14 TO 7/31/15

BID ITEMS	Bingham Equipment Bobcat of Phoenix	Bireline Rental	Craico, Inc.	ECCO Equipment Corp.	Empire Southwest, LLC	Hertz Equipment Rental Corporation	RDO Equipment Company	Red Mountain Machinery Company	Road Machinery LLC	Ross Aerial Equipment, LLC	Sunstate Equipment Company	United Rentals
140-150 HP												
Daily					\$ 800.00	\$ 587.70	\$ 459.00		\$ 710.00			\$ 842.00
Weekly					\$ 2,400.00	\$ 1,752.11	\$ 1,733.00		\$ 1,895.00			\$ 2,093.00
Monthly					\$ 7,200.00	\$ 5,157.46	\$ 4,900.00		\$ 5,650.00			\$ 5,231.00
Delivery					\$250.00 for 1st 50 miles; \$4.95 per mile over 50	\$ 258.00	\$400/\$400		\$10/m \$190/min			\$125/\$125
MFR/Model					CAT 321		JD 225D		Komatsu PC210			
150-160 HP												
Daily					\$ 870.00	\$ 807.40	\$ 459.00					
Weekly					\$ 2,600.00	\$ 2,460.64	\$ 1,733.00					
Monthly					\$ 7,800.00	\$ 6,772.25	\$ 4,900.00					
Delivery					\$250.00 for 1st 50 miles; \$4.95 per mile over 50	\$ 258.00	\$400/\$400					
MFR/Model					CAT 324		JD 225D					
160-170 HP												
Daily		\$ 568.58			\$ 900.00		\$ 459.00					\$ 994.00
Weekly		\$ 2,219.50			\$ 2,700.00		\$ 1,733.00					\$ 2,484.00
Monthly		\$ 5,030.54			\$ 8,100.00		\$ 4,900.00					\$ 6,201.00
Delivery		\$ 524.64			\$250.00 for 1st 50 miles; \$4.95 per mile over 50		\$400/\$400					\$250/\$250
MFR/Model		Volvo EC220			CAT 325		JD 210G					
170-180 HP												
Daily		\$ 590.88			\$ 925.00		\$ 459.00	\$ 1,203.59	\$ 810.00			
Weekly		\$ 2,230.66			\$ 2,780.00		\$ 2,459.00	\$ 3,177.47	\$ 2,175.00			
Monthly		\$ 5,086.31			\$ 8,612.00		\$ 5,600.00	\$ 9,532.41	\$ 6,500.00			
Delivery		\$ 524.64			\$300.00 for 1st 50 miles; \$6.95 per mile over 50		\$450/\$450	\$ 136.00/hr	\$10/m \$190/min			
MFR/Model		Volvo EC235			CAT 329		JD 250G	CAT 328	Komatsu PC240			
80-90 HP, w/ Hydraulic Hammer												
Daily							\$ 883.00		\$ 1,050.00			\$ 1,660.00
Weekly							\$ 3,532.00		\$ 2,750.00			\$ 4,144.00
Monthly							\$ 10,595.00		\$ 8,170.00			\$ 10,360.00
Delivery							\$500/\$500		\$10/m \$190/min			\$125/\$125
MFR/Model							JD 200 4000#		Komatsu PC138, NPK GH6			
120-140 HP, w/ Hydraulic Hammer												
Daily				\$ 1,397.07	\$ 992.12		\$ 883.00					\$ 1,721.00
Weekly				\$ 4,191.21	\$ 2,976.36		\$ 3,532.00					\$ 4,290.00
Monthly				\$ 12,573.63	\$ 8,729.08		\$ 10,595.00					\$ 10,726.00
Delivery				\$ 140.79/hr	\$82.02 for 1st 50 miles; \$4.15 per mile over 50		\$500/\$500					\$250/\$250
MFR/Model				CAT 320 - BTI 4500	CAT 315/H115		JD 200 4000#					

AGREEMENT
TO PROVIDE HEAVY EQUIPMENT RENTAL SERVICES PURSUANT TO A
COOPERATIVELY BID 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 Road Machinery, LLC, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

- A. Contractor has contracted with Yavapai County to provide heavy equipment rental services, pursuant to Contract No. 1420289 (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 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 equipment on a rental basis:

- 1 - 12 Ton Sheepsfoot Roller
- 1 - 12 Ton Steel Wheel Double Drum Roller

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 Yavapai County 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. Reserved.

3. Payment. The Contract Fee is an amount not to exceed \$9,515.00. 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.

4. 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. All references to Yavapai County in the Cooperative Purchasing Contract shall, for purposes of this contract, mean Town of Chino Valley.

5. Contract Term and Renewal.

The term of this Contract shall commence upon approval and continue through June 30, 2015.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply. Town shall provide \$1,000,000 General Liability and Rented and Leased Equipment coverage – blanket of \$250,000.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2015.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

PROJECT PROVISIONS AND SPECIFICATIONS
FOR
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA
Contract #1420289
August 1, 2014 – July 31, 2015

Board of Supervisors

Rowle Simmons, Chairman
Craig Brown, Member
Thomas Thurman, Member
Jack Smith, Member
A.G. “Chip” Davis, Member

Clerk of the Board of Supervisors

Ana Wayman-Trujillo

Public Works Director

Byron Jaspers, P.E.

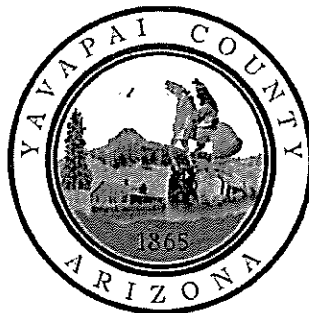


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CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County, in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday June 26, 2014, for SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; CONTRACT #1420289, in strict accordance with the specifications on file in the office of the Yavapai County Department of Public Works, Prescott, Arizona. No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud at 2:00 p.m. on Thursday, June 26, 2014.

Specifications and Contract Documents will be available by end of day Monday, June 9, 2014, on the following website:

<http://www.planroomdirect.com/group/yavapai-county-public-works-department>

All proposals shall be submitted in strict accordance with the ***INSTRUCTIONS FOR BIDDING*** included on the website and submitted on the documents provided therein and shall include all applicable taxes

Each proposal shall be submitted, either by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: June 5, 2014

/s/ Ana Wayman-Trujillo, Clerk
Yavapai County Board of Supervisors

Publish:

The Prescott Courier: June 8, 9, 10, 11, 2014

Verde Independent: June 11, 13, 2014

GENERAL PROVISIONS

1. Bid Price shall be made F.O.B. to the designated delivery points within Yavapai County as specified herein. All bid prices shall be held firm for a period of sixty (60) days after the bid opening. All Bid Prices shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**
2. The County shall not permit any bid to be modified once the sealed bid has been publicly opened by the County at the bid opening. Modifications proposed after the bid opening to make a product conform to the specifications will not be considered. No responsibility will attach to a County employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.
3. Equipment and materials bid shall be current design and meet specifications, unless otherwise specified. Bidder must identify the manufacturer of each product that he is bidding. Bidder should supply all information necessary for the County to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the bidder proposes to furnish.
4. Quantities as shown in the bid form are estimates only based upon available information. The County reserves the right to adjust the quantities as necessary to meet its needs. The County does not guaranty any minimum or maximum amounts of purchase.
5. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.
6. The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County.
7. Bidders shall have any and all licenses required to perform the work specified herein, and shall conform to all applicable Federal, State and local codes and laws.
8. Terms and Payment: Invoices shall be prepared and submitted in the precise manner requested by County. All unit prices and totals shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT**

SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.

9. Failure on the part of the bidder to comply with all of the above instructions may result in bid rejection by the Board of Supervisors, and/or cancellation of orders without liability to the County.
10. All Special Provisions and Technical Specifications take precedence over General Provisions where there is a conflict.
11. Submittal of the proposal by the vendor shall indicate that the vendor agrees to all terms and conditions of the contract.
12. Bid must be submitted in accordance with *Instructions for Bidding* included with the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.
13. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.
14. Piggy-Back Clause (Cooperative Use of Contract): This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any

liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

SPECIAL PROVISIONS

1. Contract Length:

This call for bids is for awarding fixed price, purchasing contract(s) to cover a one (1) year period.

2. Option To Extend:

This contract may be extended from a period of one month up to a maximum of two (2), one (1) year options with the approval of the Board of Supervisors and the vendor(s). The vendor(s) shall be notified by Contract Administration of the County's intention to extend the contract period.

3. Unconditional Termination for Convenience:

Yavapai County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

4. Termination for Default:

If the Vendor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Vendor has failed to remedy the problem after being forewarned.

5. Termination by the County:

If the vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide proper equipment or materials, or persistently or repeatedly disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Vendor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed fifteen calendar days to cure such deficiencies.

6. Organization - Employment Disclaimer:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligation of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the vendor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The vendor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

7. Indemnification:

The vendor(s) agree to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnitee, from all suits, including attorneys fees and costs of litigation, actions, loss, damage, expense, cost, or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of vendor or on account of any action, claim or amount arising out of failure of the vendor under Workers Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

8. Insurance Requirements:

The successful bidder(s) will agree to carry all insurance which may be required by Federal and State laws, County and City Ordinances, charters, regulations and codes.

9. Damage Waiver:

Yavapai County is self insured. An insurance certificate shall be filed with the vendor, naming vendor as certificate holder upon award of a contract. The certificate of insurance shall be kept current and shall be considered acceptable proof of insurance throughout the entire term of the contract, including any extensions. The vendor hereby agrees to accept the Yavapai County certificate of insurance in lieu of any damage waiver or insurance to be charged. Yavapai County will, under no conditions, pay or be charged for insurance or damage waiver for equipment ordered under this contract.

10. Addendums:

Yavapai County may institute changes or modifications to the specifications and will notify all participants by an addendum to these specifications.

11. Deletions of Service:

Should a service requirement be deleted, payment to the vendor will be reduced proportionally to the amount of reduced service in accordance with the bid prices.

12. Incorporation of Bid Into Contract:

The contents of this solicitation are to be incorporated into the contract.

13. Contract Compliance Monitoring:

The vendor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided under this contract.

14. Validity:

The invalidity, in whole or in part, of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

15. Conformation With The Law:

The services provided under this contract shall be accomplished in conformity with the laws, ordinances, rules, regulation, and zoning restrictions of the United States of America, the State of Arizona, Yavapai County and any jurisdiction which may have authority.

16. Non-Collusion:

The vendor hereby certifies that neither the vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

17. Covenant Against Contingent Fees:

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this agreement in accordance with the termination clauses, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Financial Status:

The vendor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

19. Statutory Right of Cancellation for Conflict of Interest:

Notice is given that pursuant to A.R.S. 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

20. Retention of Records:

The vendor agrees to retain all financial books, records, and other documents relevant to this contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. Adequacy of Records:

If the vendor's books, records and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, the vendor shall reimburse Yavapai County for the services not so adequately supported and documented.

22. Purchase Order Cancellation:

The County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance.

23. Rights in Data:

The County shall have the use of data and reports resulting from this contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.

24. Operator Responsibility:

The County will be responsible for damages to vendor property due to operator negligence or abuse when such property is the responsibility or in the custody of the County, its employees or subcontractors.

25. Vendor License Requirement:

The vendor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of, and shall comply with, existing and future Federal, State and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract.

26. Delivery:

It shall be the vendor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications.

27. Incurring Costs:

Yavapai County is not responsible for any costs incurred in preparing this bid, including the acquisition of equipment, supplies and/or personnel.

28. Public Record:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

29. Evaluation Criteria:

The evaluation of this bid will be based on but not limited to the following:

- A. Compliance with the specifications
- B. Cost
- C. Vendor's maintenance program
- D. Vendor's performance history
- E. Vendor's prompt response time for repairs

30. Award:

This contract will be awarded to the responsible, responsive bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a vendor who is *not* the low bidder.

33. Inquiries:

All inquiries concerning information contained herein shall be addressed to:

Yavapai County Public Works
Contract Administration
1100 Commerce Drive
Prescott, AZ 86305
928.771.3183

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

TECHNICAL SPECIFICATIONS

RENTAL OF NEW OR USED CONSTRUCTION EQUIPMENT

1.0 INTENT:

The intent of these specifications is to obtain a source(s) for renting various types of construction equipment as required by Yavapai County. It is expected that this contract will be awarded to multiple vendors.

- 1.1 The specifications and item descriptions are intended to represent items known to meet the County's requirements.
- 1.2 This is a requirement type contract based on historical usage and is structured to best serve the needs of Yavapai County Roads Division, Flood Control District, and other departments as required.
- 1.3 This contract will be awarded to the responsive responsible vendor(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors, and shall be for a period of one (1) year from the date of award. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

2.0 SUPPORTIVE SPECIFICATIONS:

2.1 Invoices:

Invoices must be submitted to Yavapai County in the precise manner requested and shall be accompanied by a signed proof of delivery. The vendor shall also provide the County a copy of the rental agreement at the time of the equipment return. No deposits or retention of any type will be authorized.

2.2 Vendor Location:

Vendors having more than one location shall make these sites available for releasing the desired equipment to the County.

2.3 Scheduling:

The County will request delivery of equipment to locations as specified herein from the closest vendor location to the delivery site. The County representative will give **at least 24 hours advance notice** of the desired delivery date. However, emergencies will occur and must be accommodated with the least amount of time loss.

2.4 Rental Rates:

All equipment listed in the proposal either by size or model shall be understood to mean "Equal or Better".

Each bidder shall provide daily, weekly and monthly rates for the available equipment listed on the proposal, as well as the delivery/pick-up rate for each item listed. All rates shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APPLICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**

Equipment shall be ready for immediate operation. If trailers are required for transportation or operation of specified equipment, they must be provided at no additional cost to the County.

Rental rates should include all ancillary components and supplies. (i.e. brush wear charge, cleaning, sharpening, misc. supplies, etc.) Normal wear items such as tires, broom wear, blades, cutting edges, teeth, points, etc., are excluded and shall be invoiced separately.

Yavapai County will be responsible for refueling equipment to the level at which it was received either by refueling prior to return of the equipment to the vendor, or by reimbursing vendor for refueling.

Yavapai County will not pay vendor for down-time due to service and repairs. Rates will be prorated based on the "day", "week" or "month" charges.

Definitions:

"Day" shall mean ten (10) hours.

"Week" shall mean forty (40) hours.

"Month" shall mean one hundred seventy-five (175) hours.

2.5 Maintenance:

Yavapai County shall be responsible to perform the following daily preventative maintenance on equipment in its possession per the general provisions, special provisions, and technical specifications:

Visual inspection

Check and maintain fluid levels: water, engine oil, hydraulic oil

Daily lubrication

Tire repair: Vendor shall supply a list of their preferred tire repair company. County to reserve the right to repair in-house or use vendor's list.

The vendor shall be responsible to perform any and all equipment service and repairs including but not limited to the following:

Safety equipment inspection

Oils and coolants change

Engine oil and filter change

Hydraulic oil and filter change

Tune-ups

Operational check

Filters and parts

Pressure and flow checks

Examination for wear

Repair mechanical failures

Normal wear and tear

In the event that the equipment is in possession of the County during any Service Due Interval or mechanical failure, the vendor shall promptly either replace the equipment, or perform the service or repair in the field at a time convenient to the County. Either option shall be at no charge to the County.

If the equipment is not operable after delivered to the site, vendor and County will discuss the most economical and feasible method of repair. If the County performs repairs, vendor will hold the County harmless from any liability or damages incurred for future repairs to the same parts.

2.6 Delivery/Pick-up:

Deliveries shall be made to the location designated by the County. A mileage charge will be allowed for delivered/picked-up equipment at a rate as identified in the bid as "Delivery Rate". The delivery rate shall be calculated *from* the closest vendor location *to* the requested delivery site. The pick-up rate shall be calculated from the site where the equipment is located to the closest vendor location.

The County reserves the right to pick up or deliver equipment as deemed practical or necessary, in which case no delivery/pick-up rate shall be charged.

The County shall not be responsible for equipment not picked up in a timely manner by the vendor. Possession of equipment shall be considered terminated immediately upon telephone notification by the County to the vendor.

Relocation of Equipment:

Delivery rates for relocation of equipment from one site to another at the request of the County shall be as follows:

- A. Equipment relocated by the vendor at the request of the County shall be allowed a delivery charge from the current location of the equipment to the new site.
- B. The County reserves the right to relocate the equipment at no cost using County forces.

2.8 Operators:

The County shall provide experienced operators for all rented equipment.

2.9 Rejection of Equipment:

The County may reject equipment if in its opinion the equipment is not capable of performing the work in a suitable manner. Rejection of unsuitable equipment shall be at the sole discretion of the County.

***BIDDERS ARE REQUIRED TO USE ATTACHED FORMS
TO SUBMIT THEIR BIDS***

BIDDERS ARE NOT REQUIRED TO BID ON ALL EQUIPMENT

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and _____, party of the second part, hereinafter designated the VENDOR. This contract will be in effect from August 1, 2014 to July 31, 2015.

WITNESSETH: That the Vendor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Vendor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified that are necessary for **SUPPLY RENTAL EQUIPMENT YAVAPAI COUNTY, ARIZONA; Contract #1420289**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Vendor with his proposal, and the additional drawings or prints and other information furnished by the Vendor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Vendor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees,

and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the COUNTY. Nothing herein shall act to establish privity of contract between the COUNTY and any subcontractor.

Any breach of CONTRACTOR’S or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to COUNTY approval as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY’S rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR’S books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

In return for the performance of this contract by the Vendor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds

Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY
Party of the First Part

By: _____
Rowle Simmons, Chairman
Yavapai County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

VENDOR
Party of the Second Part

By: _____
(Signature/Official Title)

Address

City/State/Zip Code

Telephone/Fax Numbers

ATTEST:

Witness: If Vendor is an Individual

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

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

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

Delivery Location: *Town of Chino Valley*

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

BID TABULATION
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY - CONTRACT #1420289
EFFECTIVE 8/1/14 TO 7/31/15

BID ITEMS	Bingham Equipment Bobcat of Phoenix	BlueLine Rental	Craigo, Inc.	ECCO Equipment Corp.	Empire Southwest, LLC	Hertz Equipment Rental Corporation	RDO Equipment Company	Red Mountain Machinery Company	Road Machinery, LLC	Ross Aarjal Equipment, LLC	Sunstate Equipment Company	United Rentals
Sheepsfoot (padfoot), 3-5 Ton												
Daily							\$ 383.00					\$ 470.00
Weekly							\$ 1,150.00					\$ 1,165.00
Monthly							\$ 3,450.00					\$ 2,911.00
Delivery							\$350/\$350					\$125/\$125
MFR/Model							Sakai SV201					
Sheepsfoot (padfoot), 4-6 Ton												
Daily		\$ 345.48			\$ 410.10		\$ 383.00		\$ 475.00			\$ 470.00
Weekly		\$ 1,182.09			\$ 1,127.78		\$ 1,150.00		\$ 1,260.00			\$ 1,165.00
Monthly		\$ 2,855.33			\$ 2,819.44		\$ 3,450.00		\$ 3,810.00			\$ 2,911.00
Delivery		\$ 129.96			\$82.02 for 1st 50 miles;; \$4.15 per mile over 50		\$350/\$350		\$10/m \$190/min			\$125/\$125
MFR/Model		IR SD45			CAT CP323		Sakai SV201		Hamm 3307			
Sheepsfoot (padfoot), 8-10 Ton												
Daily		\$ 523.96			\$ 546.80		\$ 470.00					\$ 701.00
Weekly		\$ 1,572.52			\$ 1,503.70		\$ 1,170.00					\$ 1,751.00
Monthly		\$ 3,708.68			\$ 4,135.18		\$ 3,100.00					\$ 4,371.00
Delivery		\$ 129.96			\$82.02 for 1st 50 miles;; \$4.15 per mile over 50		\$350/\$350					\$125/\$125
MFR/Model		IR SD70			CAT CP44		Sakai SV400					
Sheepsfoot (padfoot), 12 Ton												
Daily		\$ 652.24			\$ 601.48		\$ 540.00		\$ 775.00			\$ 701.00
Weekly		\$ 1,795.61			\$ 1,654.07		\$ 1,699.00		\$ 1,530.00			\$ 1,751.00
Monthly		\$ 4,472.79			\$ 4,962.21		\$ 3,800.00		\$ 4,492.00			\$ 4,371.00
Delivery		\$ 129.96			\$82.02 for 1st 50 miles;; \$4.15 per mile over 50		\$350/\$350		\$10/m \$190/min			125/\$125
MFR/Model		IR SD100			CAT CP56		Sakai SV510		Hamm 3412			
Sheepsfoot (padfoot), 20 Ton												
Daily				\$ 779.76	\$ 1,200.00							
Weekly				\$ 2,339.28	\$ 4,670.00							
Monthly				\$ 7,017.84	\$ 14,000.00							
Delivery				\$ 140.79/hr	\$300.00 for 1st 50 miles;; \$6.85 per mile over 50							
MFR/Model				CAT 815F	CAT 815							
Steel Roller, Double Drum, 33", Non-remote												
Daily												\$ 233.00
Weekly												\$ 567.00
Monthly												\$ 1,416.00
Delivery												\$125/\$125
MFR/Model												
Steel Roller, Double Drum, 1 Ton												
Daily		\$ 133.53									\$ 186.84	\$ 233.00
Weekly		\$ 512.80									\$ 589.08	\$ 567.00
Monthly		\$ 1,460.97									\$ 1,687.06	\$ 1,416.00
Delivery		\$ 129.96									No charge for delivery/pickup	\$125/\$125
MFR/Model		IR DD24									Wacker RD12A	

BID TABULATION
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY - CONTRACT #1420289
EFFECTIVE 8/1/14 TO 7/31/15

BID ITEMS	Bingham Equipment Bobcat of Phoenix	BlueLine Rental	Crafted, Inc.	ECCO Equipment Corp.	Empire Southwest, LLC	Hertz Equipment Rental Corporation	RDO Equipment Company	Red Mountain Machinery Company	Road Machinery LLC	Ross Aerial Equipment, LLC	Sunstate Equipment Company	United Rentals
Steel Roller, Double Drum, 3-5 Ton												
Daily		\$ 183.73			\$ 128.94	\$ 192.24	\$ 162.00		\$ 150.00		\$ 257.16	\$ 323.00
Weekly		\$ 557.42			\$ 386.92	\$ 648.12	\$ 650.00		\$ 375.00		\$ 805.68	\$ 799.00
Monthly		\$ 1,656.18			\$ 967.05	\$ 1,532.41	\$ 1,950.00		\$ 1,125.00		\$ 2,212.13	\$ 1,990.00
Delivery		\$ 129.96			\$82.02 for 1st 50 miles;; \$4.15 per mile over 50	\$ 258.00	\$250/\$250		\$5/m \$85/min		No charge for delivery/pickup	\$125/\$125
MFR/Model		IR DD25			CAT CB24/ CB224		Sakai SW330		Hamm HD12VV		IR DD24	
Steel Roller, Double Drum, 4-6 Ton												
Daily					\$ 185.92				\$ 200.00		\$ 257.16	\$ 455.00
Weekly					\$ 557.74				\$ 525.00		\$ 805.68	\$ 1,765.00
Monthly					\$ 1,533.73				\$ 1,565.00		\$ 2,212.13	\$ 5,205.00
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50				\$5/m \$85/min		No charge for delivery/pickup	\$125/\$125
MFR/Model					CAT CB34/ CB334				Hamm HC14VV		IR DD24	
Steel Roller, Double Drum, 5-8 Ton												
Daily					\$ 437.20							
Weekly					\$ 1,311.60							
Monthly					\$ 3,934.80							
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50							
MFR/Model					CAT CB434							
Steel Roller, Double Drum, 8-10 Ton												
Daily					\$ 464.78		\$ 460.00				\$ 571.27	
Weekly					\$ 1,394.34		\$ 1,465.00				\$ 2,000.23	
Monthly					\$ 4,183.02		\$ 4,395.00				\$ 5,710.46	
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50		\$350/\$350				No charge for delivery/pickup	
MFR/Model					CAT CB54		Sakai SW800				IR DD90	
Steel Roller, Double Drum, 12 Ton												
Daily					\$ 656.16	\$ 417.43		\$ 656.50	\$ 450.00		\$ 571.27	
Weekly					\$ 1,968.48	\$ 1,351.16		\$ 1,636.88	\$ 1,215.00		\$ 2,000.23	
Monthly					\$ 5,905.49	\$ 4,009.53		\$ 4,910.63	\$ 3,640.68		\$ 5,710.46	
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50	\$ 258.00		\$ 111.00/hr	\$10/m \$190/min		No charge for delivery/pickup	
MFR/Model					CAT CB64			CAT CP563	Hamm HD110VV		IR DD90	
Steel Roller, Double Drum, 20 Ton												
Daily												
Weekly												
Monthly												
Delivery												
MFR/Model												

AGREEMENT
TO PROVIDE HEAVY EQUIPMENT RENTAL SERVICES PURSUANT TO A
COOPERATIVELY BID 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 Empire Southwest, LLC, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

- A. Contractor has contracted with Yavapai County to provide heavy equipment rental services, pursuant to Contract No. 1420289 (the Cooperative Purchasing Contract); and
- B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 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 equipment on a rental basis:

2 Pneumatic 7-Wheel Rubber Tire Rollers
2 Self Propelled Side Cast Enclosed Broom

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 Yavapai County 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. Reserved.

3. Payment. The Contract Fee is an amount not to exceed \$26904.04. 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.

4. 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. All references to Yavapai County in the Cooperative Purchasing Contract shall, for purposes of this contract, mean Town of Chino Valley.

5. Contract Term and Renewal.

The term of this Contract shall commence upon approval and continue through June 30, 2015.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply. Town shall provide \$1,000,000 General Liability and Rented and Leased Equipment coverage – blanket of \$250,000.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2015.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

PROJECT PROVISIONS AND SPECIFICATIONS
FOR
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA

Contract #1420289

August 1, 2014 – July 31, 2015

Board of Supervisors

Rowle Simmons, Chairman
Craig Brown, Member
Thomas Thurman, Member
Jack Smith, Member
A.G. “Chip” Davis, Member

Clerk of the Board of Supervisors

Ana Wayman-Trujillo

Public Works Director

Byron Jaspers, P.E.

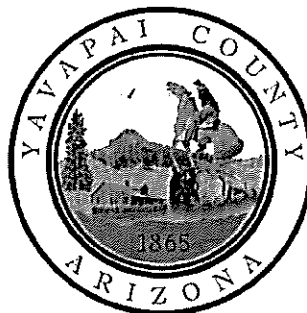


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Technical Specifications	11 – 14
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CALL FOR BIDS

Sealed bids will be received by the Board of Supervisors of Yavapai County, in the office of the Clerk of the Board of Supervisors, Room 310, Yavapai County Administrative Services Building, 1015 Fair Street, Prescott, Arizona until 1:30 p.m. (by the official clock located in the office of the Clerk of the Board of Supervisors), Thursday June 26, 2014, for SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; CONTRACT #1420289, in strict accordance with the specifications on file in the office of the Yavapai County Department of Public Works, Prescott, Arizona. No bids will be accepted after 1:30 p.m. The bids will be publicly opened and read aloud at 2:00 p.m. on Thursday, June 26, 2014.

Specifications and Contract Documents will be available by end of day Monday, June 9, 2014, on the following website:

<http://www.planroomdirect.com/group/yavapai-county-public-works-department>

All proposals shall be submitted in strict accordance with the ***INSTRUCTIONS FOR BIDDING*** included on the website and submitted on the documents provided therein and shall include all applicable taxes

Each proposal shall be submitted, either by hand, U.S. Postal Service, or other carrier to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

Bidders are invited to be present at the opening of bids, but absence will not be considered cause for disqualification.

Bidders shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid deemed to be in the best interest of Yavapai County.

Dated: June 5, 2014

/s/ Ana Wayman-Trujillo, Clerk
Yavapai County Board of Supervisors

Publish:

The Prescott Courier: June 8, 9, 10, 11, 2014

Verde Independent: June 11, 13, 2014

GENERAL PROVISIONS

1. Bid Price shall be made F.O.B. to the designated delivery points within Yavapai County as specified herein. All bid prices shall be held firm for a period of sixty (60) days after the bid opening. All Bid Prices shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**
2. The County shall not permit any bid to be modified once the sealed bid has been publicly opened by the County at the bid opening. Modifications proposed after the bid opening to make a product conform to the specifications will not be considered. No responsibility will attach to a County employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.
3. Equipment and materials bid shall be current design and meet specifications, unless otherwise specified. Bidder must identify the manufacturer of each product that he is bidding. Bidder should supply all information necessary for the County to determine (a) whether the product offered meets the requirements of the specifications, and (b) exactly what the bidder proposes to furnish.
4. Quantities as shown in the bid form are estimates only based upon available information. The County reserves the right to adjust the quantities as necessary to meet its needs. The County does not guaranty any minimum or maximum amounts of purchase.
5. Whenever an article or materials is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency.
6. The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the bidder, or identified in his bid, as well as other information reasonably available to the County.
7. Bidders shall have any and all licenses required to perform the work specified herein, and shall conform to all applicable Federal, State and local codes and laws.
8. Terms and Payment: Invoices shall be prepared and submitted in the precise manner requested by County. All unit prices and totals shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT**

SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APP LICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.

9. Failure on the part of the bidder to comply with all of the above instructions may result in bid rejection by the Board of Supervisors, and/or cancellation of orders without liability to the County.
10. All Special Provisions and Technical Specifications take precedence over General Provisions where there is a conflict.
11. Submittal of the proposal by the vendor shall indicate that the vendor agrees to all terms and conditions of the contract.
12. Bid must be submitted in accordance with *Instructions for Bidding* included with the contract documents. Yavapai County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.
13. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.
14. Piggy-Back Clause (Cooperative Use of Contract): This agreement may be extended for use by other governmental agencies and political subdivisions of the State including members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accordance with the laws, ordinances, rules and regulations applicable to such entity, and the approval of the Contractor and the County. The provision of goods or services to other agencies under this contract does not absolve the Contractor from fully complying with the requirements set forth within the contract for materials and services to be provided to the County under this contract. Any attempt to represent any material and or service as being under this contract with Yavapai County which is not a subject of, or an addition to this contract, is a violation of the contract. Any such action is subject to legal and contractual remedies available to Yavapai County including, but not limited to, cancellation or suspension of the contract.

In the event that another governmental agency or subdivision chooses to use this agreement for procurement purposes, the procuring party shall be solely responsible for the ordering of materials, services or construction under this agreement. Payment, inspection and acceptance of goods or services ordered by the procuring party shall be the exclusive obligation of the procuring party. County shall not be liable in any way for alleged or actual violations by the procuring party or Contractor, and the procuring party shall hold County harmless from any

liability which may arise from the action or inaction of the procuring party. Contractor agrees to look solely to the procuring party in pursuing all legal remedies that may be available to Contractor for acts or inaction of the procuring party.

The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

SPECIAL PROVISIONS

1. Contract Length:

This call for bids is for awarding fixed price, purchasing contract(s) to cover a one (1) year period.

2. Option To Extend:

This contract may be extended from a period of one month up to a maximum of two (2), one (1) year options with the approval of the Board of Supervisors and the vendor(s). The vendor(s) shall be notified by Contract Administration of the County's intention to extend the contract period.

3. Unconditional Termination for Convenience:

Yavapai County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

4. Termination for Default:

If the Vendor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Vendor has failed to remedy the problem after being forewarned.

5. Termination by the County:

If the vendor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide proper equipment or materials, or persistently or repeatedly disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Vendor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed fifteen calendar days to cure such deficiencies.

6. Organization - Employment Disclaimer:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligation of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the vendor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The vendor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

7. Indemnification:

The vendor(s) agree to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnitee, from all suits, including attorneys fees and costs of litigation, actions, loss, damage, expense, cost, or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of vendor or on account of any action, claim or amount arising out of failure of the vendor under Workers Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

8. Insurance Requirements:

The successful bidder(s) will agree to carry all insurance which may be required by Federal and State laws, County and City Ordinances, charters, regulations and codes.

9. Damage Waiver:

Yavapai County is self insured. An insurance certificate shall be filed with the vendor, naming vendor as certificate holder upon award of a contract. The certificate of insurance shall be kept current and shall be considered acceptable proof of insurance throughout the entire term of the contract, including any extensions. The vendor hereby agrees to accept the Yavapai County certificate of insurance in lieu of any damage waiver or insurance to be charged. Yavapai County will, under no conditions, pay or be charged for insurance or damage waiver for equipment ordered under this contract.

10. Addendums:

Yavapai County may institute changes or modifications to the specifications and will notify all participants by an addendum to these specifications.

11. Deletions of Service:

Should a service requirement be deleted, payment to the vendor will be reduced proportionally to the amount of reduced service in accordance with the bid prices.

12. Incorporation of Bid Into Contract:

The contents of this solicitation are to be incorporated into the contract.

13. Contract Compliance Monitoring:

The vendor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided under this contract.

14. Validity:

The invalidity, in whole or in part, of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

15. Conformation With The Law:

The services provided under this contract shall be accomplished in conformity with the laws, ordinances, rules, regulation, and zoning restrictions of the United States of America, the State of Arizona, Yavapai County and any jurisdiction which may have authority.

16. Non-Collusion:

The vendor hereby certifies that neither the vendor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

17. Covenant Against Contingent Fees:

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this agreement in accordance with the termination clauses, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Financial Status:

The vendor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

19. Statutory Right of Cancellation for Conflict of Interest:

Notice is given that pursuant to A.R.S. 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

20. Retention of Records:

The vendor agrees to retain all financial books, records, and other documents relevant to this contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

21. Adequacy of Records:

If the vendor's books, records and other documents relevant to this contract are not sufficient to support and document that allowable services were provided, the vendor shall reimburse Yavapai County for the services not so adequately supported and documented.

22. Purchase Order Cancellation:

The County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance.

23. Rights in Data:

The County shall have the use of data and reports resulting from this contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply the other party, upon request, any available information that is relevant to this contract and to the performance hereunder.

24. Operator Responsibility:

The County will be responsible for damages to vendor property due to operator negligence or abuse when such property is the responsibility or in the custody of the County, its employees or subcontractors.

25. Vendor License Requirement:

The vendor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of, and shall comply with, existing and future Federal, State and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract.

26. Delivery:

It shall be the vendor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications.

27. Incurring Costs:

Yavapai County is not responsible for any costs incurred in preparing this bid, including the acquisition of equipment, supplies and/or personnel.

28. Public Record:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

29. Evaluation Criteria:

The evaluation of this bid will be based on but not limited to the following:

- A. Compliance with the specifications
- B. Cost
- C. Vendor's maintenance program
- D. Vendor's performance history
- E. Vendor's prompt response time for repairs

30. Award:

This contract will be awarded to the responsible, responsive bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a vendor who is *not* the low bidder.

33. Inquiries:

All inquiries concerning information contained herein shall be addressed to:

Yavapai County Public Works
Contract Administration
1100 Commerce Drive
Prescott, AZ 86305
928.771.3183

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

TECHNICAL SPECIFICATIONS

RENTAL OF NEW OR USED CONSTRUCTION EQUIPMENT

1.0 INTENT:

The intent of these specifications is to obtain a source(s) for renting various types of construction equipment as required by Yavapai County. It is expected that this contract will be awarded to multiple vendors.

- 1.1 The specifications and item descriptions are intended to represent items known to meet the County's requirements.
- 1.2 This is a requirement type contract based on historical usage and is structured to best serve the needs of Yavapai County Roads Division, Flood Control District, and other departments as required.
- 1.3 This contract will be awarded to the responsive responsible vendor(s) whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors, and shall be for a period of one (1) year from the date of award. The Board of Supervisors of Yavapai County reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of Yavapai County.

2.0 SUPPORTIVE SPECIFICATIONS:

2.1 Invoices:

Invoices must be submitted to Yavapai County in the precise manner requested and shall be accompanied by a signed proof of delivery. The vendor shall also provide the County a copy of the rental agreement at the time of the equipment return. No deposits or retention of any type will be authorized.

2.2 Vendor Location:

Vendors having more than one location shall make these sites available for releasing the desired equipment to the County.

2.3 Scheduling:

The County will request delivery of equipment to locations as specified herein from the closest vendor location to the delivery site. The County representative will give **at least 24 hours advance notice** of the desired delivery date. However, emergencies will occur and must be accommodated with the least amount of time loss.

2.4 Rental Rates:

All equipment listed in the proposal either by size or model shall be understood to mean "Equal or Better".

Each bidder shall provide daily, weekly and monthly rates for the available equipment listed on the proposal, as well as the delivery/pick-up rate for each item listed. All rates shall **INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APPLICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX.**

Equipment shall be ready for immediate operation. If trailers are required for transportation or operation of specified equipment, they must be provided at no additional cost to the County.

Rental rates should include all ancillary components and supplies. (i.e. brush wear charge, cleaning, sharpening, misc. supplies, etc.) Normal wear items such as tires, broom wear, blades, cutting edges, teeth, points, etc., are excluded and shall be invoiced separately.

Yavapai County will be responsible for refueling equipment to the level at which it was received either by refueling prior to return of the equipment to the vendor, or by reimbursing vendor for refueling.

Yavapai County will not pay vendor for down-time due to service and repairs. Rates will be prorated based on the "day", "week" or "month" charges.

Definitions:

"Day" shall mean ten (10) hours.

"Week" shall mean forty (40) hours.

"Month" shall mean one hundred seventy-five (175) hours.

2.5 Maintenance:

Yavapai County shall be responsible to perform the following daily preventative maintenance on equipment in its possession per the general provisions, special provisions, and technical specifications:

Visual inspection

Check and maintain fluid levels: water, engine oil, hydraulic oil

Daily lubrication

Tire repair: Vendor shall supply a list of their preferred tire repair company. County to reserve the right to repair in-house or use vendor's list.

The vendor shall be responsible to perform any and all equipment service and repairs including but not limited to the following:

Safety equipment inspection

Oils and coolants change

Engine oil and filter change

Hydraulic oil and filter change

Tune-ups

Operational check

Filters and parts

Pressure and flow checks

Examination for wear

Repair mechanical failures

Normal wear and tear

In the event that the equipment is in possession of the County during any Service Due Interval or mechanical failure, the vendor shall promptly either replace the equipment, or perform the service or repair in the field at a time convenient to the County. Either option shall be at no charge to the County.

If the equipment is not operable after delivered to the site, vendor and County will discuss the most economical and feasible method of repair. If the County performs repairs, vendor will hold the County harmless from any liability or damages incurred for future repairs to the same parts.

2.6 Delivery/Pick-up:

Deliveries shall be made to the location designated by the County. A mileage charge will be allowed for delivered/picked-up equipment at a rate as identified in the bid as "Delivery Rate". The delivery rate shall be calculated *from* the closest vendor location *to* the requested delivery site. The pick-up rate shall be calculated from the site where the equipment is located to the closest vendor location.

The County reserves the right to pick up or deliver equipment as deemed practical or necessary, in which case no delivery/pick-up rate shall be charged.

The County shall not be responsible for equipment not picked up in a timely manner by the vendor. Possession of equipment shall be considered terminated immediately upon telephone notification by the County to the vendor.

Relocation of Equipment:

Delivery rates for relocation of equipment from one site to another at the request of the County shall be as follows:

- A. Equipment relocated by the vendor at the request of the County shall be allowed a delivery charge from the current location of the equipment to the new site.
- B. The County reserves the right to relocate the equipment at no cost using County forces.

2.8 Operators:

The County shall provide experienced operators for all rented equipment.

2.9 Rejection of Equipment:

The County may reject equipment if in its opinion the equipment is not capable of performing the work in a suitable manner. Rejection of unsuitable equipment shall be at the sole discretion of the County.

***BIDDERS ARE REQUIRED TO USE ATTACHED FORMS
TO SUBMIT THEIR BIDS***

BIDDERS ARE NOT REQUIRED TO BID ON ALL EQUIPMENT

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the **COUNTY OF YAVAPAI**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and _____, party of the second part, hereinafter designated the VENDOR. This contract will be in effect from August 1, 2014 to July 31, 2015.

WITNESSETH: That the Vendor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Vendor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified that are necessary for **SUPPLY RENTAL EQUIPMENT YAVAPAI COUNTY, ARIZONA; Contract #1420289**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Vendor with his proposal, and the additional drawings or prints and other information furnished by the Vendor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Vendor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees,

and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the COUNTY. Nothing herein shall act to establish privity of contract between the COUNTY and any subcontractor.

Any breach of CONTRACTOR’S or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to COUNTY approval as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY’S rights, and the subcontractor’s obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR’S books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

This contract is subject to cancellation pursuant to A.R.S. § 38-511.

In return for the performance of this contract by the Vendor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds

Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY
Party of the First Part

By: _____
Rowle Simmons, Chairman
Yavapai County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

VENDOR
Party of the Second Part

By: _____
(Signature/Official Title)

Address

City/State/Zip Code

Telephone/Fax Numbers

ATTEST:

Witness: If Vendor is an Individual

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

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

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

Delivery Location: *Town of Chino Valley*

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

BID TABULATION
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY - CONTRACT #1420289
EFFECTIVE 8/1/14 TO 7/31/15

BID ITEMS	Bingham Equipment Bobcat of Phoenix	BlueLine Rental	Crafco, Inc.	ECCO Equipment Corp.	Empire Southwest LLC	Hertz Equipment Rental Corporation	RDO Equipment Company	Red Mountain Machinery Company	Road Machinery LLC	Ross Aerial Equipment, LLC	Sunstate Equipment Company	United Rentals
COMPACTORS												
Combination Roller, 4 Ton												
Daily					\$ 246.06				\$ 150.00			\$ 323.00
Weekly					\$ 738.18				\$ 375.00			\$ 799.00
Monthly					\$ 2,214.54				\$ 1,125.00			\$ 1,990.00
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50				\$5/m \$85/min			\$125/\$125
MFR/Model					CAT CB335/ CC34				Hamm HD12VT			
Pneumatic Rubber Tire, 100-120 HP, 9-Wheel												
Daily					\$ 200.00						\$ 277.78	
Weekly					\$ 750.00						\$ 963.21	
Monthly					\$ 1,975.00						\$ 2,634.07	
Delivery					\$82.02 for 1st 50 miles;; \$4.15 per mile over 50						No charge for delivery/pickup	
MFR/Model					CAT PS150						Dynapac CP132, IR P125	
Pneumatic Rubber Tire, 120-150 HP, 7-Wheel												
Daily					\$ 375.00 1,500.00				\$ 650.00			
Weekly					\$ 1,500.00				\$ 1,710.00			
Monthly					\$ 4,500.00				\$ 5,130.00			
Delivery					\$200.00 for 1st 50 miles;; \$4.65 per mile over 50				\$10/m \$190/min			
MFR/Model					CAT PS360				Hamm GRW280			
Sheepsfoot (padfoot), Compact, up to 36", Maximum Width, w/ Remote												
Daily		\$ 267.39				\$ 170.27					\$ 416.56	\$ 280.00
Weekly		\$ 959.00				\$ 565.73					\$ 1,551.10	\$ 708.00
Monthly		\$ 1,884.85				\$ 1,482.98					\$ 4,157.74	\$ 1,758.00
Delivery		\$ 129.96				\$ 258.00					No charge for delivery/pickup	\$125/\$125
MFR/Model											IR SD45FB	
Sheepsfoot (padfoot), Compact, up to 36", Maximum Width, Non-remote												
Daily												\$ 280.00
Weekly												\$ 708.00
Monthly												\$ 1,758.00
Delivery												\$125/\$125
MFR/Model												
Sheepsfoot (padfoot), 1 1/2 Ton												
Daily												
Weekly												
Monthly												
Delivery												
MFR/Model												

BID TABULATION
SUPPLY RENTAL EQUIPMENT IN YAVAPAI COUNTY - CONTRACT #1420289
EFFECTIVE 8/1/14 TO 7/31/15

BID ITEMS	Bingham Equipment Bobcat of Phoenix	BlueLine Rental	Crafco, Inc.	ECCO Equipment Corp.	Empire Southwest LLC	Hertz Equipment Rental Corporation	RDO Equipment Company	Red Mountain Machinery Company	Road Machinery LLC	Ross Aerial Equipment, LLC	Sunstate Equipment Company	United Rentals
SKID STEERS - TRACK												
50-75 HP, EROPS												
Daily	\$ 364.81	\$ 339.90				\$ 258.15	\$ 275.00				\$ 318.12	\$ 286.00
Weekly	\$ 1,459.22	\$ 1,070.55				\$ 708.53	\$ 1,100.00				\$ 1,133.86	\$ 713.00
Monthly	\$ 4,377.67	\$ 2,688.01				\$ 1,949.84	\$ 3,300.00				\$ 2,516.87	\$ 1,776.00
Delivery		\$ 129.96				\$ 258.00	\$250/\$250				No charge for delivery/pickup	\$125/\$125
MFR/Model	T650	Volvo MC125					JD 323				Bobcat T-190	
75-100 HP, EROPS												
Daily	\$ 414.79	\$ 345.48			\$ 300.00		\$ 275.00					\$ 310.00
Weekly	\$ 1,659.16	\$ 1,154.21			\$ 1,200.00		\$ 1,100.00					\$ 775.00
Monthly	\$ 4,977.49	\$ 2,799.56			\$ 3,900.00		\$ 3,300.00					\$ 1,934.00
Delivery		\$ 129.96			\$82.02 for 1st 50 miles; \$4.15 per mile over 50		\$250/\$250					\$125/\$125
MFR/Model	T750	Volvo MC135			CAT 259B3		JD 329					
SWEEPERS												
Broom, Self-propelled, Open												
Daily												\$ 341.00
Weekly												\$ 1,071.00
Monthly												\$ 2,423.00
Delivery												\$125/\$125
MFR/Model												
Broom, Self-propelled, Enclosed, AC												
Daily					\$ 495.00	\$ 263.64				\$ 256.23	\$ 341.00	
Weekly					\$ 695.00	\$ 741.49				\$ 843.19	\$ 1,071.00	
Monthly					\$ 1,495.00	\$ 1,455.51				\$ 2,259.02	\$ 2,423.00	
Delivery					\$82.02 for 1st 50 miles; \$4.15 per mile over 50	\$ 258.00				\$100 per inch core charge; no charge for delivery/pickup	\$125/\$125	
MFR/Model					Broce CR350					Rosco RB-48		
Street, Minimum 5 CY Hopper Capacity, Minimum 92" Sweeping Width												
Daily												
Weekly												
Monthly												
Delivery												
MFR/Model												
TRENCHERS												
Ride-on, 32" Depth												
Daily		\$ 233.93									\$ 346.24	\$ 329.00
Weekly		\$ 680.12									\$ 1,086.97	\$ 823.00
Monthly		\$ 2,018.71									\$ 3,060.69	\$ 2,056.00
Delivery		\$ 129.96									No charge for delivery/pickup	\$125/\$125
MFR/Model		DW RT40									Ditchwitch RT45	



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 8. a.

Meeting Date: 02/24/2015
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation for legal advice with the Town Attorney and in order to consider the Town's position and instruct the Town Attorney regarding an intergovernmental agreement with the City of Prescott related to providing prosecutorial services for Chino Valley that is the subject of negotiations. (Councilmembers Hatch and McKee)

SITUATION & ANALYSIS:

To be provided during executive session.

Attachments

No file(s) attached.