



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, MARCH 12, 2019
6:00 P.M.**

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

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

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
3. **CALL TO THE PUBLIC**

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

4. **RESPONSE TO THE PUBLIC**

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

5. **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

- c. Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to approve purchase and outfitting of a new K9 Vehicle. (Chuck Wynn, Police Chief)
- b. Consideration and possible action to authorize the Police Department to apply for a Government of Highway Safety (GOHS) grant. (Chuck Wynn, Police Chief)
- c. Consideration and possible action to accept the February 12, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)
- d. Consideration and possible action to accept the February 26, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. Consideration and possible action to award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of \$35,742.24. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of \$35,742.24.

8. **EXECUTIVE SESSION**

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding a letter filed with the Attorney General with regard to a previous Council action pertaining to Proposition No. 127. (Andrew McGuire, Town Attorney)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 7th day of March, 2019.

By: *Vickie Nipper, 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 Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter> and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.c.

Meeting Date: 03/12/2019
Contact Person: Cecilia Grittman, Town Manager
Department: Council
Estimated length of Staff Presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

SITUATION & ANALYSIS:

Each Council meeting from February 26 through May 14, staff members will give a brief presentation on one of the two Ballot Questions being proposed on the May 21 Special Election ballot. This will be done as part of the Town's informational outreach to the community to provide details of the proposals and contact information of Town officials for people that may have additional questions.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 03/12/2019
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve purchase and outfitting of a new K9 Vehicle. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve purchase and outfitting of a new K9 Vehicle.

SITUATION AND ANALYSIS:

There have been a lot of mechanical issues with the current K9 vehicle. The backup K9 vehicle is not safe to use. This new K9 vehicle would be used to replace the current K9 vehicle.

The PD has received donations to cover the cost of outfitting the vehicle. Finance set aside \$35,000 in capital to purchase the vehicle.

Fiscal Impact

Fiscal Impact?: yes
If Yes, Budget Code: 01-60-5411
Available: 57,691.37
Funding Source:
 \$35,000 Budgeted in the Police Department Budget
 \$13,000 from K9 donations
 Balance from the PD Special Revenue Fund 16

Attachments

CPA - Peoria Ford - K9 vehicle
 CPA - MHQ - K9 vehicle upfitting

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PFVT MOTORS, LLC,
D/B/A PEORIA FORD**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 12, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and PFVT Motors, LLC, a Delaware limited liability company, d/b/a Peoria Ford (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSP017-166117, dated March 31, 2017, as amended by Change Order No. 5, dated February 22, 2018, and Change Order No. 9, dated September 25, 2018 (collectively, the “State Contract”), with the Vendor for the purchase of new vehicles. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2020, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Vendor shall provide to the Town one 2020 Ford Interceptor utility vehicle (the “Vehicle”) under the terms and conditions of the State Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an amount not to exceed \$38,032.79 for the Vehicle at the unit rates set forth in the State Contract and as more particularly set forth in the Quote.

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

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

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

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

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

If to the Town:	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Vendor:	PFVT Motors, LLC, d/b/a Peoria Ford 9130 West Bell Road Peoria, Arizona 85382 Attn: Chad Welsh

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

Attest:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

PFVT MOTORS, LLC,
a Delaware limited liability company,
d/b/a PEORIA FORD

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PFVT MOTORS, LLC,
D/B/A PEORIA FORD

[State Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PFVT MOTORS, LLC,
D/B/A PEORIA FORD

[Quote]

See following pages.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MHQ, INC., D/B/A
MHQ OF ARIZONA**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 12, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and MHQ, Inc., a Massachusetts corporation, d/b/a MHQ of Arizona (the “Contractor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADPS15-091457, dated March 26, 2015, as amended (collectively, the “State Contract”), for the Contractor to provide vehicle up-fitting services and parts purchase. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 11, 2020, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the State Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$20,092.61 for the Materials and Services at the unit rates set forth in the State Contract.

5. Payments. The Town shall pay the Contractor upon acceptance and delivery of the Materials and Services performed and upon submission and approval of an invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed. The invoice statement shall include a record of Materials used, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Quote, the State Contract and the invoice, the documents shall govern in the order listed herein.

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

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

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

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

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	MHQ of Arizona 635 West Elliot Road Tempe, Arizona 85284 Attn: Brian Shaw

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

MHQ, Inc., a Massachusetts corporation
d/b/a MHQ OF ARIZONA

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MHQ, INC., D/B/A
MHQ OF ARIZONA

[State Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MHQ, INC., D/B/A
MHQ OF ARIZONA

[Quote]

See following pages.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 03/12/2019
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Police Department to apply for a Government of Highway Safety (GOHS) grant. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Authorize Police Department to apply for a Government of Highway Safety (GOHS Grant.

SITUATION AND ANALYSIS:

Each year the CVPD applies for and receives grant funds from the Government of Highway Safety (GOHS). This year we would like to request funds for Police Traffic Services. This will allow us to purchase more speed signs to put up at school zones and overtime for officers to perform selective traffic enforcement on speeding, seat belts and aggressiver/reckless driving.

Fiscal Impact

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

Attachments

GOHS Application

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 03/12/2019

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

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

RECOMMENDED ACTION:

Accept the February 12, 2019 regular meeting minutes.

Attachments

January 22, 2019 minutes

DRAFT

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

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

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

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

Absent: Councilmember Annie Perkins

Staff Present: Town Attorney Andrew McGuire (electronically); Finance Director Joe Duffy; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Customer Service Manager JoAnn Brookins; Code Compliance Officer David Jaime; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

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

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

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

- a) Presentation of Lifesaving Award to Officer Newton and Commendation to Officer Sellers. (Chuck Wynn, Police Chief)

Chief Wynn presented Certificates of Commendation and Lifesaving Awards to Officer Newton for her actions that saved an overdose victim's life and to Officer Sellers for administering lifesaving CPR actions to an accident victim.

3) **CALL TO THE PUBLIC**

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

4) **RESPONSE TO THE PUBLIC**

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

- a) Request for clarification about whether or not proposed property tax dollars will be spent on roads created by land divisions, and what the Town intended to do about drainage issues associated with such roads as well as between properties.

Mayor Croft reported that:

- Current code did not require paving on lot split easements unless the road was dedicated and paved to current Town standards. Easements would not be maintained by the Town, so no property tax money would go toward them. The tax money would be used for the overall maintenance of the network of town roads.
- The Town had a flood prevention ordinance. There were always drainage concerns and issues, and those issues would be handled separately. The ballot measure was for road maintenance only.
- Pro/con statements for the voter information pamphlet were due to the City Clerk by February 20, 2019.

- b) Comments regarding concerns about a proposed zone change near 2.5 acre minimum properties, water supply, screening, traffic, a protected wash, and discrepancies in the number of stated units.

Mayor Croft reported that:

- The Town did not regulate wells. Concerns regarding water and wells should be directed to the Arizona Department of Water Resources. The owners were required to have a certificate of assured water supply.
- All properties within the Town needed to abide by the noise regulations in Town Code, Title XIII, Chapter 131.
- The applicant of the duplexes on Center Street had agreed to erect a block wall instead of a chain-link fence.
- The area the duplexes would be located was a mix of medium and low density residential and commercial land uses. The General Plan map designated the area as commercial and multi-family residential.
- Drainage plans would be required and any off-site flows that currently entered the property would need to be accounted for and released at the natural and historic rates.
- The Center Street Duplex project consisted of nine duplexes comprised of 18 individual residences.
- Per a 2018 report, current traffic rates on Center Street were approximately 2,000 plus vehicles per day. A traffic statement by the developer's engineer confirmed that the development would create a one percent increase in traffic volume, and it was determined there no improvements were needed at the intersection of Highway 89.

5) CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Croft reported on the next community outreach meeting at Overflow Coffee on February 20.

- b) Status report by Town Manager Cecilia Gritman regarding Town accomplishments, and current or upcoming projects.
- c) Quarterly status report on residential and commercial building permits, code compliance matters, and UDO rewrite. (Joe Duffy, Finance Director)

Joe Duffy reviewed building permit and generated revenue statistics from 2015-2018. Key points were:

- The average number of homes built and generated revenue remained consistent the last couple of years.
- Commercial building activity increased in 2015 and 2016, and decreased in 2017 and 2018.
- The General Fund sales tax collection increased in 2018, due to the lapse in reporting 2017 sales tax for building activity that was reflected when developers' homes sales actually closed.
- The Code Enforcement Cleanup Campaign had started. Staff had performed approximately 25 commercial courtesy inspections, sent out 250 residential campaign letters, and developed a notification doorhanger and multipart inspection form. He commended JoAnne Bookins for her efforts on this campaign.

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to accept the Consent Agenda as written.

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

PASSED - Unanimously

- a) Consideration and possible action to continue the following item to the March 26, 2019, Regular Meeting per the applicant's request: Adoption of Ordinance 2019-856 to rezone 12.35 acres (approx. 535,788 sq. ft.) of real property, Assessor's Parcel No. 306-14-003S, located approximately .25 mile east of the southeast corner of North Road 1 West and West Road 4 North at 683 West Road 4 North from SR-1 (Single Family Residential-1 acre minimum) zoning district to CL (Commercial Light) zoning district to allow wholesale nursery. (Owner of Record: Donald K. Cox and Catherine Cox) (Alex Lerma, Planner)
- b) Consideration and possible action to continue the following item to the March 26, 2019, Regular Meeting per the applicant's request: Approval of a Conditional Use Permit (CUP18-006) for 12.35 acres (approx. 535,788 sq. ft.) of real property, Assessor's Parcel No. 306-14-003S, located approximately .25 miles east of the southeast corner of North Road 1 West and West Road 4 North at 683 West Road 4 North to allow the existing single family residential use within the CL (Commercial Light) zoning district. (Owner of Record: Donald K. Cox and Catherine Cox) (Alex Lerma, Planner)

- c) Consideration and possible action to approve the First Amendment to the Agreement for Professional Services, dated August 8, 2017, between the Town of Chino Valley and Kimley-Horn and Associates, Inc. for additional services related to the Solids Drying Beds Project in the not-to-exceed amount of \$13,540. (Frank Marbury, Public Works Director/Town Engineer)
- d) Consideration and possible action to appoint applicants to the Planning and Zoning Commission, Board of Adjustment, Parks and Recreation Advisory Board, and Industrial Development Authority per recommendation of the Appointments Subcommittee. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to accept the January 15, 2019, study session minutes. (Jami Lewis, Town Clerk)
- f) Consideration and possible action to accept the January 22, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

- a) Consideration and possible action to adopt two ordinances relating to property maintenance matters in the Unified Development Ordinance (UDO) and Town Code as follows:
 - (1) Adopt Ordinance No. 2019-862 amending the UDO by deleting Sub-subsection 1.11.10 Abatement of Hazards to Public Health and Safety and Civil Sanctions Pursuant to A.R.S. §9-499, and amending Sub-subsection 1.6.2. Powers and Duties [of the Zoning Administrator and Assistant Zoning Administrator], and deleting Section 6 Property Maintenance; and
 - (2) Adopt Ordinance No. 2019-864 declaring the document entitled "Town of Chino Valley Property Maintenance and Public Nuisance Town Code Amendments Dated January 22, 2019" as a public record; adopting said document; and amending Town Code Title V Public Works, Chapter 52 Removal of Rubbish, Trash and the Like, and Culvert Maintenance, repealing Title V Chapter 52 subchapter Removal of Rubbish, trash and the Like; Dilapidated Structures, adding new Title VIII Health and Safety, and amending Title XIII General Offenses. (Joe Duffy, Finance Director)

Recommended Action: Adopt Ordinance No. 2019-862 and Ordinance No. 2019-864 to amend the Unified Development Ordinance and Town Code with regard to property maintenance matters.

Joe Duffy reported that:

- There was an existing abandoned vehicles section in Town Code 82.07 that addressed Council's concerns discussed at the previous study session.
- The Town attorney rewrote the section regarding commercial parking to prohibit parking a vehicle over 13,000 pounds on residential property under one acre, allowing one commercial vehicle or equipment over 13,000 pounds on residential property over an acre, and allowing additional commercial vehicles or heavy equipment on residential properties over an acre if they were concealed from public view.

Council expressed some concerns about that and they and Mr. Duffy discussed the following:

- The biggest complaints concerned people with a home office parking three or four commercial trucks at home.
- The code referred to commercial equipment, and equipment used on residential property for personal use would not be considered commercial. The weight limit could be removed and the code could only pertain to commercial vehicles.
- The original intent of only one commercial vehicle was to ensure that homeowners could drive a work vehicle home for the evening but could not park their entire vehicle fleet at their home. That needed to be included as one of the exceptions in the code, as well as an exception for properties over one acre.
- Requiring screening for equipment on properties larger than one acre seemed unfeasible.
- They could consider using the number of axles instead of weight limits, but that could open up other issues such as 18-foot flatbeds with only two axles. Many semi-trucks drivers parked their trailers near the police station or near the Days Inn and then brought their truck cabs home.
- Keep vehicles that were used for commercial purposes separate from personal and farming equipment.
- Require conditional use permits for anything that exceeded the allowed vehicle limits.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to remove Item 7a and return it to staff for a re-write and bring back another day.

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

PASSED - Unanimously

- b) Update regarding status of the 50th Anniversary Committee activities. (Councilmember Mike Best)

Recommended Action: Direction to staff or Anniversary Committee.

Councilmember Best and Vice-Mayor Miller reported on the following:

- The Committee was working on getting articles and other materials for the book. They hoped to have the book available by Labor Day weekend 2019. The book would be available for a year at all the Town activities.
- Artist ideas included miniatures that could be sold or raffled to offset expenses; postcards; and t-shirts that could be made individually to prevent the Town from having to stockpile them.
- Committee meetings were the first Wednesday of each month and minutes could be emailed to interested parties. The March 6 Committee meeting will be at Town Hall at 6:00 p.m.
- They were looking for artists for the concert.
- Events included a pancake breakfast, a large parade, park and amusement activities, dinner, and Friday or Saturday night concert. Event planning included building a budget and further action planning.
- Volunteers were still needed to help get information from old town families and businesses.

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.

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn at 6:48 p.m.

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

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

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

Dated this 12th day of March, 2019.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 03/12/2019

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the February 26, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the February 26, 2019 regular meeting minutes.

Attachments

2019_02_26_Minutes

DRAFT

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

**TUESDAY FEBRUARY 26, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, FEBRUARY 26, 2019.

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

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

Absent: Councilmember Annie Perkins

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

Present: Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Police Sergeant Steven Angel; Civilian Operations Supervisor Laurie Whisenand; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

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

- a) Proclamation declaring February 25, 2019–March 2, 2019 as "Stand With Me, Be Drug Free Week," sponsored by MATFORCE.

Mayor Croft read the proclamation and presented it to Cheryl Main, Laurie Whisenand, Sgt. Steven Angel, Yavapai Community College Officer Tyran Payne, and Chad Nanke representing MATFORCE, who spoke about MATFORCE programs.

3) **CALL TO THE PUBLIC**

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

Karen Archibald spoke regarding a proposed zoning change, but since the item was officially on the agenda, Mayor Croft explained that her comments needed to be held until the item was heard.

Gary Denney spoke about being recently cited for an off-premise sign violation and the Town needing to address the necessity of off-premise signs for businesses like his for which directional signage was necessary.

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.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

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

Councilmember Kelly reported that there was a lot of negative information on the internet regarding the upcoming ballot measure. He encouraged people to attend one of several informational meetings that were scheduled

Councilmember Best invited people to attend the upcoming 50th Anniversary meeting on March 6.

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

Manager Grittmann reported on:

- February Town staff work anniversaries.
- The recent Snowmageddon / Snowpocalypse storm and thanked staff for their relief efforts.
- Upcoming Special Election informational meetings.
- Citizens academy starting on March 21.
- Posting Request for Proposal for operation of the shooting range, due the end of March.

- c) Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

Mr. Marbury presented an overview of the proposed Road Maintenance Program:

- Council and the Roads and Streets Committee realized the road network was falling apart and the Town did not have the necessary funds to address the issue.
- The Town had 153 miles of roadway, with one third of those being major arterial and collector roads. The residential and rural roads covered two thirds of the road system.
- Road surfaces included: 39 miles (25%) of asphalt roads; 78 miles (50%) chip sealed roads; 16 miles of improved dirt roads with gravel; and 20 miles of road that were dirt.

- Chip seal was a surface treatment to keep the water off the roads and was effective in dust control and appropriate for passenger car traffic.
- Effective road maintenance included several types of seal coating, overlays, or in some cases reconstruction or expansion. Overlays on the heavier traveled roads would be emphasized and the residential roads would mostly be seal coat treatments.
- Every road would go through the treatment process every seven years.
- Over a 20-year cycle, approximate program maintenance costs were: \$250,000 per mile for arterial road overlays; \$175,000 per mile for residential streets; and \$30,000-\$50,000 per mile for dirt and gravel roads. The total approximate cost over 20 years would be \$32 million or \$1.6 million per year.

Mr. Duffy reported:

- The HURF gas tax was approximately \$1 million per year and paid for labor, salaries, equipment, fuel, etc., leaving only about \$325,000 for road maintenance. The Roads and Streets Committee and Town Council agreed to a ballot measure requesting an annual \$1.5 million property tax levy that would ensure excess funding for necessary major capital road projects.
- The funds would be used exclusively for road maintenance and construction. No overhead would be charged. The funds would be kept in a separate fund that would be audited annually and an annual report would be issued to the Town Council.
- The average tax payer would pay a tax rate of 1.97%. The average assessed value of a home was approximately 50% of the market value of a home.
- Town properties included 255 commercial, 2,200 vacant lots, and 4,400 residential properties. The average residential net assessed value was \$114,000.
- Most of the work would be contracted out. There would be a five-year capital program with annual Town Council approval for the roads that would be maintained.
- There would be a 20-year sunset clause on the tax and a renewal would need approval from the Town Council.

6) **CONSENT AGENDA**

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

7) **ACTION ITEMS**

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

- a) Consideration and possible action to approve Ordinance No. 2019-865 to rezone 2.85 acres of real property, Assessor's Parcel Number 306-29-002N, located approximately .25 miles east of the southeast corner of East Center Street and South State Route 89 from SR-2.5 (Single Family Residential-2.5 acre minimum) zoning district to MR-1 (Multiple Family Residential-1 acre minimum) zoning district. (Owner of Record: Clatterbuck Jared Shaun) (Alex Lerma, Planner)

Recommended Action: Adopt Ordinance No. 2019-865 rezoning 2.85 acres of real property from SR-2.5 (Single Family Residential-2.5 acre minimum) zoning district to MR-1 (Multi-Family

Residential-1 Acre Minimum) zoning district with the conditions recommended by staff.

Mr. Lerma presented on the following:

- *Proposal:* The applicant requested the zone change to allow the necessary density for nine duplexes consisting of 18 single family residences. Each property would have a garage with a driveway 16 feet wide and 22-24-foot-deep which could hold up to four vehicles. Guest parking would also be available. Utilities included an onsite water distribution system with a well, pump and water storage tank. The project would be connected to the Town sewer. The primary 24-foot-wide road would be maintained by the owner. An onsite retention basin would contain a playground and picnic area.
- *Area land uses:* The surrounding area was comprised of medium to low density residential and commercial. The property was accessed through E. Center Street.
- *Public comment:* Residents attending the neighborhood meeting voiced concern regarding water levels of neighboring wells, drainage issues, noise level of a higher density, and the density itself. The applicant addressed some issues brought up during study sessions.
- *Staff response to concerns:*
 - The well water issue would be regulated by Arizona Department of Water Resources (ADWR), not the Town. The applicant would need to prove a sufficient water supply.
 - There would be block wall screening.
 - Drainage plans would be required with building permits. The drainage would be required to detain any runoff to pre-development levels and any offsite flow would need to be maintained at the historic and natural rate and place. The applicant's engineer would be required to design the appropriate drainage system.
 - MR-1 allowed for a higher density than the applicant was requesting and the surrounding property owners wanted assurance it would not exceed the current request. A condition for approval could contain language that the development would generally conform with the site plan, which would require the applicant to stay within the current requested density. This would generally allow for modifications to the plan but not the density.
 - Other properties within a half mile that had been developed in the past had higher densities, including Granite Creek Apartments, duplexes, and RV Park/Assisted Living park model development.
- *Recommendation:* The Planning and Zoning Commission voted 6-1 to forward a recommendation of approval with the conditions recommended by staff pertaining to general conformance to the Site Plan, block wall, and the block wall being constructed in the first phase.

Council and Mr. Lerma discussed the following:

- *Guest parking:* Development standards only required guest parking for apartment complexes, not for duplex developments. The original plan called for six parking spaces, but the Commission and Council had requested additional parking.
- *On-street parking:* This would be addressed by staff during the permitting process, but typically, on-street parking was not allowed for 24-foot roads. The garages and driveways allowed for parking of up to four vehicles for each unit. This plan was consistent with other duplex developments.
- *Drainage:* If the rezone was approved, the applicant would then be required to submit a building permit that would include a drainage plan, which would be reviewed by staff for

conformance to the development standards. The current application was for zoning only.

Public Comment:

Jim Clark expressed concern about water levels, which had decreased in the area.

Karen Archibald expressed concern about growth encroaching on rural areas, drainage control in an area prone to flooding, and noise levels from the number of residents.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to adopt Ordinance No. 2019-865 rezoning 2.85 acres of real property from SR-2.5 (Single Family Residential-2.5-acre minimum) zoning district to MR-1 (Multi-Family Residential-1 Acre Minimum) zoning district with the conditions recommended by staff.

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

NAY: Councilmember Cloyce Kelly

PASSED

- b)** Presentation, discussion and possible action regarding Town of Chino Valley's Manufactured Home Sales Tax. (Joe Duffy, Finance Director)

Recommended Action: Direct staff per Council discussion.

Mr. Duffy reported on the following:

- On December 13, 2016, Council reduced the tax rate on manufactured homes from 4% to 2% which went into effect on March 2017.
- Manufactured homes had a separate distinct category in the tax code and it was one of the few businesses categories that could have a separate tax rate. Most businesses fell under retail sales tax but the State set up a separate category for manufactured homes.
- In 2015, the Town collected \$86,000 in sales tax for manufactured homes. In 2016 and 2017 the town collected \$154,000. In 2018, with the rise in home sales and construction, the Town collected \$215,000. An analysis of regular construction sales tax showed that 2015 collected tax was \$258,000, 2016 was \$366,000, 2017 was \$409,000, and 2018 was \$697,000. Some manufactured homes were sold at 4% because it was a package sale not just the home.
- Manufactured home building permit activity included 55 homes in 2015, 60 in 2016, 40 in 2017 and 31 in 2018 showing that the number of manufactured homes built in Chino had been decreasing.
- Part of the increase was definitely from increased building activity, and the sales tax rate probably helped. The largest increase in sales of manufactured homes was for sales outside of Chino Valley. The annual gross sales for manufactured home businesses had increased each year.

Vice-Mayor Miller and Councilmember Kelly preferred that the Town's taxes be fair across the board.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to direct staff per Council discussion, to discontinue the 2% sales tax break.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Cloyce Kelly,
Councilmember Lon Turner

NAY: Councilmember Mike Best

Other: Councilmember Corey Mendoza (ABSTAIN)

PASSED

- c) Consideration and possible action to adopt two ordinances relating to property maintenance matters in the Unified Development Ordinance (UDO) and Town Code as follows:
- (1) Adopt Ordinance No. 2019-862 amending the UDO by deleting Sub-subsection 1.11.10 Abatement of Hazards to Public Health and Safety and Civil Sanctions Pursuant to A.R.S. §9-499, and amending Sub-subsection 1.6.2. Powers and Duties [of the Zoning Administrator and Assistant Zoning Administrator], and deleting Section 6 Property Maintenance; and
 - (2) Adopt Ordinance No. 2019-864 declaring the document entitled "Town of Chino Valley Property Maintenance and Public Nuisance Town Code Amendments Dated February 26, 2019" as a public record; adopting said document; and amending Town Code Title V Public Works, Chapter 52 Removal of Rubbish, Trash and the Like, and Culvert Maintenance, repealing Title V Chapter 52 subchapter Removal of Rubbish, trash and the Like; Dilapidated Structures, adding new Title VIII Health and Safety, and amending Title XIII General Offenses. (Joe Duffy, Finance Director)

Recommended Action: Adopt Ordinance No. 2019-862 and Ordinance No. 2019-864 to amend the Unified Development Ordinance and Town Code with regard to property maintenance matters.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to move item c to the next meeting.

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

PASSED - Unanimously

8) EXECUTIVE SESSION

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott Water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding the Town's position regarding an intergovernmental agreement with the City of Prescott. (Cecilia Gritman, Town Manager)

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to go into executive session at 7:07 p.m.

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

PASSED - Unanimously

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:32 p.m. and reported that the Council discussed the issue with the Town attorney, had not reached a decision, and will correspond with the City of Prescott.

10) ADJOURNMENT

MOVED by Councilmember Cloyce Kelly, seconded by Councilmember Lon Turner to adjourn the meeting at 7:33 p.m.

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

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of February, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of March, 2019.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 03/12/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Country West Mobile Home Park

AGENDA ITEM TITLE:

Consideration and possible action to award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of \$35,742.24. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of \$35,742.24.

SITUATION AND ANALYSIS:

The Country West Well #1 Improvement Project will rehabilitate the existing well located at the Country West Mobile Home Park. Construction work consists of the purchase and installation of a submersible well pump and motor as well as other appurtenances needed to complete the work.

The Town's Engineering Division advertised for bids on February 8, 2019 and held a pre-bid conference on February 13, 2019. On February 25, 2019 the Town received one bid as follows:

R.W. Turner & Sons Pump & Windmill Co. Inc.
 Chino Valley, AZ
 \$35,742.24

Fiscal Impact

Fiscal Impact?: \$35,742.24

If Yes, Budget Code: 04-82-5451

Available: \$35,742.24

Funding Source:

The amount was budgeted in the Water Enterprise Fund.

Town of Chino Valley

Contract Documents for

Country West Well #1 Improvement Project



January 29, 2019

Mayor
Darryl Croft

Vice Mayor, Lon Turner
Council Member, Corey Mendoza
Council Member, Mike Best

Council Member, Cloyce Kelly
Council Member, Annie Perkins
Council Member, Jack Miller

CONSTRUCTION CONTRACT AND GENERAL CONDITIONS FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT made and entered into this ____ day of _____, 2019, by and between _____, hereinafter designated as "Contractor", and the Town of Chino Valley, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Chino Valley."

Chino Valley and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 PROJECT DESCRIPTION

Contractor shall do and perform, or cause to be done and performed in accordance with this Contract, the Project entitled **Country West Well #1 Improvement Project**, hereinafter referred to as "The Project" or "The Work," in accordance with and as more fully described in the Notice of Call for Bids, Specifications, Drawings, Bid Form, Bid Security, Performance Bond, Labor and Material Bond, and Addenda thereto, if any, hereinafter referred to as "Contract Documents," all of which are incorporated herein by reference and made a part hereof as though set forth in full.

2.0 PERFORMANCE STANDARD

The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. "Completion" includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may be. The Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades and levels before commencement of performance and whenever necessary during the progress thereof.

3.0 CONTRACT TIME

Contractor hereby fixes the time for completion of all Work required to be within 45 calendar days beginning with the day following the starting date specified in the Notice to Proceed. Upon failure to complete the Work within the time specified, Contractor shall pay the amount of \$250.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by Chino Valley for failure to complete the Work within the specified time.

4.0 SUBCONTRACTORS

The names of subcontractors submitted at the time of the submission of the bid to Chino Valley shall be assumed to be the subcontractors which Contractor shall use for Work required to be done under the Contract Documents. Contractor shall make no substitution for any subcontractor, person, or entity previously selected if Chino Valley makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Chino Valley has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

5.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent or employee of Chino Valley. Contractor shall supervise and direct the Work to be done, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

6.0 LABOR AND MATERIALS

Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

7.0 TAXES

Contractor shall pay all licenses, sales, consumer, use and other similar taxes, including but not limited to construction sales tax, for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than Chino Valley.

8.0 PERMITS AND FEES

Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

9.0 BONDS

Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

- 9.1 A Performance Bond: In an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.
- 9.2 A Payment Bond: In an amount equal to the full Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

- 9.3 Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 9.4 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 9.5 Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

10.0 SUPERINTENDENT

Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent and be the agent of Contractor and communications given to the Superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

11.0 PROGRESS SCHEDULE

Contractor, immediately after entering into the Contract, shall provide Chino Valley with any requested scheduling information and a proposed Progress Schedule for performance of the Work in a form acceptable to Chino Valley providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other Contractors or Subcontractors on the Project. Said Progress Schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by Chino Valley. The Notice to Proceed will be considered issued on the date it is sent to Contractor by certified mail, telefacsimile or delivered to him in person.

12.0 DRAWINGS AND SAMPLES

Contractor shall furnish within three (3) working days following request therefore by Chino Valley detailed drawings of the Work and samples of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

13.0 ERRORS IN THE PLANS

The plans and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions and verify all vertical and horizontal controls using the nearest benchmark before beginning the Work. If any errors or omissions are discovered, Chino

Valley's Representative shall be so notified in writing. Chino Valley's Representative shall immediately notify the Project's Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from an adjustment made by contractor shall be paid by Contractor at his own expense.

14.0 CHINO VALLEY'S RIGHT TO STOP, CARRY OUT OR CORRECT THE WORK

If at any time during the performance of the Work it appears to Chino Valley, in its sole discretion, that Contractor will not complete the Work within the Contract Time and pursuant to the Progress Schedule, or if the manner in which Contractor carries out its obligations interferes with the ability of other contractors or workers to perform work on the same site, Chino Valley shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work. Such taking over shall not constitute or be construed as a waiver by Chino Valley of any action, claim or demand Chino Valley may have against Contractor by reason of injury or damage resulting to Chino Valley because of Contractor's failure of performance hereunder. Contractor shall pay to Chino Valley a sum equal to Chino Valley's total cost of completing such Work, and a sum for reasonable attorneys' fees and litigation expenses in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and then to the extent only, such delay is excused by Chino Valley in writing.

15.0 WARRANTY

Contractor warrants to Chino Valley that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, Contractor shall replace such Work at no cost to Chino Valley. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Chino Valley may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by Chino Valley, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16.0 INDEMNIFICATION

16.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless Chino Valley, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor's duty to indemnify and hold harmless

Chino Valley, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement

- 16.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

17.0 INSURANCE

- 17.1 Contractor shall secure and maintain throughout the term of this Contract, the following insurance in the name of Contractor, naming Chino Valley as additional insured with respect to claims which may arise out of or result from Contractor's acts, operations or negligence or those of its subcontractors, or anyone directly or indirectly employed by any of them including officers, employees, agents or representatives for matters related to this Contract. The coverage shall be provided on an "occurrence" basis rather than a "claims made" basis, shall be provided without offset against Chino Valley's existing insurance and provide for a minimum of thirty (30) calendar days' notice to Chino Valley prior to cancellation, reduction in coverage or other substantial modification. Contractor shall provide a Certificate of Insurance which sets forth the following minimum amounts and types of coverage:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT NOT LESS THAN</u>
Workers' Compensation	Statutory
Employers Liability	\$100,000 each accident \$100,000 disease each employee \$500,000 disease aggregate
Commercial General Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage)	\$1,000,000 per occurrence \$2,000,000 aggregate combined single limit

Automobile Liability
(including owned, hired and
non-owned coverages)

\$1,000,000 combined single limit

Builders "All-risk"

Completed Value (at least 100% of
the Contract)

- 17.2 Contractor shall submit to Chino Valley proof of the required insurance upon executing this Contract. Such proof of insurance shall include the Project Name, Project Number and Contract Number. Contractor shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and "Best Rated A" or better by the A.M. Best Company, or which are otherwise acceptable to Chino Valley. Contractor shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by Chino Valley.
- 17.3 Chino Valley shall not be obligated to review any of the Contractor's Certificates of Insurance, insurance policies or endorsements or to advise Contractor of any deficiencies in such documents and any receipt of copies or review by Chino Valley of such documents shall not relieve Contractor from or be deemed a waiver of Chino Valley's right to insist on strict fulfillment of Contractor's obligations under this paragraph.
- 17.4 The insurance coverages referenced above shall apply to all operations of Contractor related to the Project which are undertaken by the insured, subcontractors or their employees and agents during the life of this Contract. These policies shall not expire until all Work has been completed and the Project has been accepted by Chino Valley. If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to Chino Valley not less than thirty (30) calendar days prior to expiration date.

18.0 CHANGE ORDERS

A change order is a written order to Contractor signed by Chino Valley's Representative or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A change order signed by Contractor indicates his agreement therewith. Chino Valley, without invalidating the Contract, may order changes in the Work, in the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the Contract Documents. Chino Valley's Representative shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on Chino Valley and Contractor. Contractor shall carry out such written orders promptly. Verbal information obtained from any officer, agent or employee of Chino Valley or any other person shall not affect the obligations assumed by Contractor or relieve Contractor from complying with any of the terms of the Contract Documents. No additional changes will

be made to the Contract without prior written authorization from Chino Valley pursuant to approved change order. Any change in the terms of the Contract Documents shall only occur as a result of an approved change order or written modification or amendment approved by mutual consent of Chino Valley and Contractor. If Contractor claims that any changes ordered by Chino Valley involve extra cost under the Contract Documents, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Chino Valley's Representative of such claim, and before proceeding to execute the Work.

19.0 DISPUTED WORK

If, pursuant to Paragraph 18, Contractor claims changes ordered by Chino Valley involve extra cost, Contractor shall nevertheless perform the same if directed to do so by Chino Valley. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor shall, prior to proceeding with the Work, notify Chino Valley in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra"). The notice in that circumstance shall be given not later than ten (10) working days after the tender of payment by Chino Valley to Contractor of the reduced amount (or amount for the nondisputed "extra") as computed by Chino Valley. Failing such written protest, it shall be deemed that Contractor has acquiesced to Chino Valley's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed "extra") is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

20.0 PAYMENTS AND COMPLETION

In consideration of the complete and timely performance of the Work, subject to changes as provided by an approved Change Order, Chino Valley shall pay Contractor the Contract Sum of _____ (\$_____). If the Contract Documents contain an engineer's estimate of the quantities of material required for the Work and expressly provide for an adjustment to the Contract Sum for actual quantities, the final Contract Sum will be adjusted according to actual field measurements of installed materials multiplied by the Contractor's per unit prices. All such measurements are subject to confirmation by Chino Valley. In all other cases, no adjustment will be made to the Contract Sum except by approved Change Order. The terms of this paragraph shall be governed by A.R.S. § 34-221 and any amendments thereto which is hereby incorporated by reference. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Chino Valley's Representative shall promptly make a final inspection and, when Chino Valley's Representative finds the Work acceptable under the Contract Documents, he shall promptly approve a certificate for payment stating that upon his knowledge, information and belief and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retained percentage determined under A.R.S. § 34-221 shall become due until Contractor submits to Chino Valley all required data establishing payment or satisfaction of all Contractor's obligations.

21.0 PROTECTION OF PERSONS AND PROPERTY

- 21.1 Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Project from damage, loss, or injury resulting from operations under this Contract by Contractor or any other party with whom Contractor has subcontracted. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Project suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall not disturb nor displace any protection installed by others.
- 21.2 Contractor's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by Chino Valley, traffic shall be permitted to pass through the Work area. Contractor shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.
- 21.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 21.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of Chino Valley, are required.

22.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

23.0 SUCCESSORS AND ASSIGNS

Chino Valley and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Chino Valley.

24.0 SERVICE OF NOTICE

All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

CHINO VALLEY:

Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

CONTRACTOR:

Representative Name

Company Name

Company Address

City State Zip Code

25.0 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

26.0 RIGHTS AND REMEDIES

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

27.0 TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. Contractor shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Chino Valley or by any employee of Chino Valley or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control,

or by delay caused by Chino Valley, or by any other cause which Chino Valley determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as Chino Valley may determine. Any claim for extension of time shall be made in writing to Chino Valley's Representative not more than five (5) working days after the commencement of the delay; otherwise said claim shall be waived by Contractor. In the case of a continuing delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

28.0 TERMINATION BY CHINO VALLEY

If Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then Chino Valley, upon certification by Chino Valley's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving Contractor and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method he may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to Contractor; if such costs exceed the unpaid balance, Contractor shall pay the difference to Chino Valley. The amount to be paid to Contractor or to Chino Valley, as the case may be, shall be certified by Chino Valley's Representative and this obligation for payment shall survive the termination of the Contract.

29.0 CONFLICT OF INTEREST

This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

30.0 LITIGATION

Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

31.0 PROTECTION OF PERSONS AND PROPERTY

Contractor shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All

obstructions to traffic shall be guarded. If an unsafe condition arises or exists during the progress of the Work, or if Chino Valley has reason to believe an unsafe condition exists, Contractor shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition. Neither Contractor nor any subcontractor shall trespass upon private property. Contractor shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of Contractor or subcontractors completing this Work. Contractor shall ensure that both Contractor and subcontractors comply with the laws and regulations of Chino Valley, County and State relating to the safety of persons and property. Contractor will be held responsible for any injury or damage to persons or property caused by Contractor or subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance. Contractor shall protect against injury or damage to pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. Contractor shall be responsible and liable for any injury or damage to such pipes, structures and property.

32.0 IMMIGRATION LAW COMPLIANCE WARRANTY

- 32.1 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.
- 32.2 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.
- 32.3 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. Chino Valley at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if 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).
- 32.4 Chino Valley retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 32.5 If state law is amended, the parties may modify this paragraph consistent with state law.

33.0 EQUAL TREATMENT OF WORKERS

Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Chino Valley and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

34. NON-BOYCOTT OF ISRAEL

Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF CHINO VALLEY

By: _____
Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

CONTRACTOR

By: _____
Title: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.a.

Meeting Date: 03/12/2019
Contact Person: Vickie Nipper, Deputy Town Clerk
 Phone: 928-636-2646 x-1210
Department: Town Attorney
Item Type: Executive Session
Estimated length of staff presentation: None
Physical location of item:

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4) for discussion or consultation with the Town Attorney regarding a letter filed with the Attorney General with regard to a previous Council action pertaining to Proposition No. 127. (Andrew McGuire, Town Attorney)

RECOMMENDED ACTION:

Fiscal Impact

Attachments

No file(s) attached.