



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
Tuesday, March 25, 2014
6:00 P.M.**

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Proclamation declaring April 2014 as "Fair Housing Month," sponsored by the Southwest Fair Housing Council. (Mayor Marley)

3) CALL TO THE PUBLIC

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

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

- a) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.
- b) Status report on the General Plan update with regards Council study session and public hearing. (Mayor Marley)
- c) Presentation of preliminary revenue projections for the Fiscal Year 2014/2015 budget. (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 the February 20, 2014 study session minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the February 25, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve the Utility Easement grant from the Town of Chino Valley to Arizona Public Service Company. (Chuck Wynn, Police Chief)

7) 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.

8) ACTION ITEMS

- a) PUBLIC HEARING and consideration and possible action to adopt Ordinance No. 14-782 amending the Chino Valley Town Code Chapter 32 Finance and Revenue, Section 32-25 Tax Code, by repealing Section 32.25-477 Operating a Pipeline; amending Regulation 32.25-270.1 Proprietary Activities of Municipalities Are Not Considered Activities of a Governmental Entity, Subsection (b); and repealing Regulation 32.25-477.1 Operating a Pipeline; providing for repeal of conflicting ordinances; providing for severability; and establishing an effective date. (Joe Duffy, Finance Director)

Recommended Action:

- (i) Hold a Public Hearing on the proposed changes to the Chino Valley Tax Code.
- (ii) Approve Ordinance No. 14-782, amending the Chino Valley Tax Code as presented.

- b)** Consideration and possible action to approve Resolution No. 14-1027, accepting funds from the Arizona Department of Housing for the Town of Chino Valley's four-year rotational Community Development Block Grant funding, and authorizing the Mayor to sign said application upon completion by NACOG and Town staff. (Cecilia Watts, General Services Director)

Recommended Action: Approve Resolution No. 14-1027, accepting funds from the Arizona Department of Housing for the Town of Chino Valley's four-year rotational Community Development Block Grant funding, and authorizing the Mayor to sign said application upon completion by NACOG and Town staff.

- c)** Consideration and possible action to forward presentation of two skate park concepts at a public meeting, date to be determined. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Forward the two skate park concepts for presentation at a public meeting.

- d)** Consideration and possible action to approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the construction of a roundabout at the intersection of State Route 89 and Perkinsville Road. Funds in the amount of \$300,000 to come from Highway User Revenue Funds. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the construction of a roundabout at the intersection of SR 89 and Perkinsville Road.

- e)** Consideration and possible action to approve contracts for trucking services with Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids. Funds to come from Public Works for road projects or other departments that may need trucking services. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Approve contracts for trucking services with Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

- f)** Consideration and possible action to award bid and approve contract with Cactus Transport, Inc. for supply of oil and a distributor truck for the 2014 Chip Seal Program, in accordance with the summary of bid. Funds to come from Highway User Revenue Funds. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Award bid and approve contract with Cactus Transport, Inc. for supply of oil and a distributor truck for the 2014 Chip Seal Program

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

Recommended Action: Appoint applicants to the Board of Adjustment, Industrial Development Authority, Parks and Recreation Advisory Board, and Senior Center Advisory Board as recommended by the Council Appointments Subcommittee.

- h) Consideration and possible action to direct staff to place the Town of Chino Valley on WIFA's competitive funding list. (Robert Smith, Town Manager)

Recommended Action: Direct staff to place the Town of Chino Valley on WIFA's competitive funding list.

9) **ADJOURNMENT**

Dated this 20th day of March, 2014.

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

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 1-(800) 347-1695 (Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **2. a.**

Meeting Date: 03/25/2014
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Presentation Only
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation declaring April 2014 as "Fair Housing Month," sponsored by the Southwest Fair Housing Council. (Mayor Marley)

SITUATION & ANALYSIS:

In recognition of National April Fair Housing month, Southwest Fair Housing Council www.swfhc.com is celebrating statewide. They are asking all cities to take part in this event by declaring April as Fair Housing month. Making people aware of the Fair Housing act and their Fair Housing rights is on going effort.

Attachments

Proclamation

Fair Housing Public Service Announcement



PROCLAMATION

Fair Housing Month – April 2014



Whereas, The Civil Rights Act of 1968 (The Fair Housing Act) and the Fair Housing Amendments Act of 1988 ensure full and fair access to housing opportunity; and

Whereas, April 2014 marks the 46th Anniversary of the signing of the Fair Housing Act; and

Whereas, Shelter is a basic human need and when shelter is denied, the quality of human life is greatly diminished; and

Whereas, People must not be denied equal access to and enjoyment of housing because of race, color, national origin, religion, sex, disability or familial status; and

Whereas, The Town of Chino Valley recognizes and values the efforts of those who seek to reduce barriers to full and fair housing opportunity; and

Whereas, April is designated nationally as Fair Housing Month;

Now, Therefore, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim ***April 2014 as Fair Housing Month*** in Chino Valley, Arizona, and do hereby encourage all citizens to work for equal housing opportunity in our own community.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this ***25th*** day of ***March, 2014***.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

What is Housing Discrimination

The Fair Housing laws give all individuals the right to live wherever they choose and can afford. It prohibits discrimination based on **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, (physical and/or mental) and FAMILIAL STATUS** (families w/ children under the age of 18 years)

The laws prohibit housing providers such as landlords, sellers, lenders, and insurance agents from discriminating against anyone who has any one of the “protected classes in the purchasing, rental financing, or insuring of housing. All types of housing are **covered, including single family homes, apartments, condominiums, mobile homes, and** other dwellings and common areas

**For more information call
Southwest Fair Housing Council
Jo Ann Reyes
1 888 624 4611 x 16**

Que es Discriminacion en la vivienda

Las leyes de la Igualdad en la Vivienda otorgan el derecho de vivir en donde seleccionen, Y prohíbe la discriminación por razón de **Raza, Color, Religión, Origen Nacional, Sexo, Incapacidad (físicamente y lo mentalmente) o Estado Familiar (familias con hijos menos de 18 años de edad)**

Las leyes prohíben que los dueños y vendedores discriminen en contra de miembros de esta siete clases en la venta, compra, o renta de viviendas. Todo tipo de viviendas son incluidas, incluso casa individuales, **apartamentos, condominios, casas móviles,** y otras áreas comunes.

**Para mas informacion llamen a
Southwest Fair Housing Council
Jo Ann Reyes
1-888-624 4611 x 16**



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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. a.**

Meeting Date: 03/25/2014

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 20, 2014 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the February 20, 2014 study session minutes.

Attachments

2-20-14 minutes

DRAFT

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

**TUESDAY, FEBRUARY 20, 2014
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 20, 2014.

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

Staff Present: Town Manager Robert Smith; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Town Engineer/Public Works Director Ron Grittmann; Civil Engineer Richard Straub; Utilities Supervisor Chris Bartels; Town Clerk Assistant Liz Hart (recorder)

1) CALL TO ORDER; ROLL CALL

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

Councilmember Hatch participated via conference phone.

2) Presentation and discussion of a report by Dan Jackson of economists.com related to infrastructure in the Town of Chino Valley, including but not limited to the valuation of the City of Prescott water distribution system within the Town limits. (Ron Grittmann, Public Works Director/Town Engineer)

Dan Jackson with Economists.com, the Town's water/wastewater rate consultant, presented the following report.

History

- This report was a continuation of Economists.com's 2007 valuation analysis of the water system owned the City of Prescott that was used to service rate payers in the Town. Over the years, the two entities had been discussing Prescott turning their accounts over to the Town at a cost of the value of the accounts.
- Currently, of 21,834 total Prescott water accounts, 656 of those were in the Town. 367 of those accounts were in the southern zone, while 289 were in the northern zone, and 259 of those were in Chino Meadows 1.

- Of 113,000 total linear feet of lines, there were 83,368 in the southern zone and 30,253 in the northern zone.

Changes Since 2007 Valuation

- The value of Prescott's accounts in Chino Valley had increased, primarily due to:
 - Prescott water rates more than doubling since 2007, resulting in higher revenues;
 - The 30% rate premium for Chino Valley accounts remaining in place; and
 - Prescott's capital spending being significantly less than anticipated, thus increasing cash flows from Chino Valley accounts.
- Water usage in Prescott had declined 18.4% due to conservation efforts, and usage in the Town declined by 25.52%. Should the Town acquire the accounts, user rates will decrease, possibly resulting in increased usage.

Two Methodologies to Assess Value

- Two nationally recognized methodologies were used to assess the value of the accounts.
- Replacement Cost New Less Depreciation ("RCNLD") assessed the net value of the assets of the system—utility lines, meters, and well #6—by setting the assets at current market value, then depreciating them based on remaining useful life.
- Market Value/Discounted Cash Flow ("DCF") compared values of utilities acquired by cities and private companies in the past decade and calculated the net present value of cash flows lost to Prescott by conveying their connections to the Town.

Method	2007 Total	2013 Total	2013 Per Connection
RCNLD	\$2,013,200	\$3,027,146	\$4,614
Market Value 2013 (over last 15 years)		\$2,104,885	\$3,209
DCF	\$1,943,942	\$2,786,104	\$4,247
Average 2013		\$2,639,379	\$4,023

Prescott Accounts Acquisition Impact on Chino Valley Water System

- The acquisition would be self-financing and would not impact the current Town ratepayers, as the revenues from the Prescott accounts, less debt service, were projected to net revenues of \$29,499.
- In the long run, ratepayers will benefit from the acquisition, as the Town will have more customers over which to spread the costs, and rate adjustments were not likely to be as high; for example, monthly rates for 6,000 gallons usage would decrease from \$54.79 to \$31.15.

Summary

- He reviewed these numbers with Prescott and they believed them to be reasonable. While they made no commitments, they did not appear to be disinterested.
- Acquisition would be beneficial to the Town in the long run.
- Town officials will have lots of decisions to make with regard to financing, impact of accounts on the system, and acquisition of the Fann system. The Town should have

additional analysis performed for the different financing options to minimize impact on ratepayers.

Town Engineer Gritman added that:

- The cost to connect the two systems would be \$1.1M, which would include connecting and/or disconnecting pipes, and adding pressure reducing stations and booster stations where needed. Up to 60%-65% will be looped by the interconnects, which will cut costs and make the whole system function better.
- As the Town had only one well and needed another, acquiring Prescott's well #6 will eliminate the need to expend money to refurbish the Country West well.
- The northern and southern zones represented the low and high pressure sides. While the southern zone had no fire flow now, joining the systems will remedy that.

Council discussed:

- Wanting to see the various ways to finance the project;
- Needing to know the purchase cost; and
- Upon receiving the above information, discussing whether or not to purchase it.

3) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adjourn the meeting at 6:44 p.m.

Vote: 7 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 20th day of February, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of March, 2014.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 03/25/2014

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 25, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the February 25, 2014 regular meeting minutes.

Attachments

February 25, 2014 minutes

DRAFT

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

**TUESDAY, FEBRUARY 25, 2014
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 25, 2014.

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

Staff Present: Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Lieutenant Vince Schaan; Town Engineer/Public Works Director Ron Grittman; Utility Supervisor Chris Bartels; Officer Dave Lemke; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

Mayor Marley called the meeting to order at 6:00 p.m.

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

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

No one from the public spoke.

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.

Mayor Marley had nothing to report.

5) CURRENT EVENT SUMMARIES AND REPORTS

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

Vice-Mayor Croft reported on the upcoming Chamber of Commerce's Citizen's Academy and recent actions taken by the Central Yavapai Metropolitan Planning Organization.

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

Mr. Smith reported on the status of grant applications to the Arizona Commerce Authority, Community Development Block Grant, Housing Rehab Program, and Economic Development Administration.

6) CONSENT AGENDA

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

Council set down item 6c.

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

Vote: 7 - 0 PASSED

- a) Consideration and possible action to approve the February 11, 2014 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve Resolution No. 14-1026 supporting the restoration of Arizona Highway User Revenue Fund (HURF) distribution to cities, towns, counties and state highways. (Mayor Marley)
- c) Consideration and possible action to authorize the Chino Valley Police Department to apply for, accept, and expend funds for a 2014 Highway Safety Plan Grant from the Governor's Office of Highway Safety in an amount not to exceed \$25,000. Funds to come from Miscellaneous Police Grants expenditure line in the Grants Fund for fiscal year 2014/2015, with no matching funds required by the Town. (Chuck Wynn, Police Chief)

(This item was heard after item 8b, but is retained here for clarity.)

Lt. Vince Schaan reported that this grant would allow the Police Department to receive and expend \$15,000 in overtime and employee related expenses on DUI related details, and \$5,570 to purchase and train an officer to use accident and crime scene reconstruction software. The Town had obtained this grant since 2005 for the same purposes.

As the application was incomplete, Council expressed some concern with authorizing staff to

accept the grant award and expend funds. However, they had no objection to staff applying for the grant.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to authorize the Chino Valley Police Department to apply for funds for a 2014 Highway Safety Plan Grant from the Governor's Office of Highway Safety in an amount not to exceed \$25,000.

Vote: 7 - 0 PASSED

7) EXECUTIVE SESSION

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

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to go into executive session at 6:08 p.m.

Vote: 7 - 0 PASSED

Mayor Marley reconvened the regular meeting at 6:26 p.m.

8) ACTION ITEMS

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to move item 8a before 6c.

Vote: 7 - 0 PASSED

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation.

Vote: 7 - 0 PASSED

Mike Edmonds, resident, asked about the dollar figure associated with this agreement. Mayor Marley advised that he will address this during the March 11, 2014 Response to the Public.

- b) Consideration and possible action with regard to establishing guidelines for Council-Town Attorney interaction. (Mayor Marley)

Recommended Action: Approve guidelines for Council-Town Attorney interaction.

Mayor Marley reported that:

- After talking with Ken Strobeck at the League of Cities and Towns regarding guidelines for interaction between Town Councils and Town Attorneys, the League referred him to an article that encouraged municipalities to develop a clear set of guidelines regarding who could contact a municipal attorney and under what circumstances it was appropriate to do so. By establishing such guidelines, the Town could make the most effective use of the Town Attorney's time and expertise.
- Per Mr. Strobeck, best practices were that: (i) the attorney should receive instruction from the entire Council; (ii) most municipalities allowed the mayor and town manager to instruct the attorney during the work week; (iii) in responding to a legal question from an individual council member, the attorney should send the response to the entire Council; and (iv) in responding to a non-legal question from an individual council member, the attorney could contact the council member directly.
- He did not address staff-attorney interactions in his inquiry.

Council discussed:

- Possible misuse by one person making a decision for the entire Council.
- The town manager and mayor only using such authority for "small" issues.
- A need to define the types of issues that did not require the full Council's direction.
- Forming a committee to work on language for guidelines.

MOVED by Vice-Mayor Croft to approve guidelines as written. The motion failed for lack of a second.

Mayor Marley suggested that councilmembers send suggestions to him and that Town Attorney Smiley prepare the guidelines.

MOVED by Councilmember Linda Hatch, seconded by Councilmember Pat McKee to postpone the item to the next agenda and to submit suggestions for language.

Vote: 6 - 1 PASSED

NAY: Vice-Mayor Darryl Croft

- c) Consideration and possible action to approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the maintenance of portions of the right-of-way of SR 89. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Approve the Intergovernmental agreement between the Arizona Department of Transportation and the Town of Chino Valley for the maintenance of portions of the right-of-way of SR 89.

Acronyms used in this item:

- ADOT (Arizona Department of Transportation)
- IGA (Intergovernmental Agreement)

Mr. Grittmann reported that:

- The Town and ADOT had several IGAs that addressed responsibility for operation and maintenance of various appurtenances such as traffic signals, medians, sidewalks, and areas behind the sidewalk/back of curb/edge of pavement to the right-of-way line. This IGA combined all the previous IGAs and added the future roundabouts at Road 4 North and Kalinich Ave. The future roundabout at Perkinsville Road will require its own IGA

because of differing funding sources.

- As the Town already paid for the electrical costs that APS charged for street lights and traffic signals, it would also pay for future street lights around the Road 4 North roundabout. The average cost per signal was \$1,000 per month.
- The IGA authorized the Town to maintain the medians and the sidewalks between Center Street and Road 4 South, while ADOT will continue to maintain the sidewalks between Center Street and Road 3 North.
- The Town currently maintained the areas between sidewalk/back of curb/edge of pavement to the right-of-way line for all of State Route 89 except between Center Street and Road 4 South. Under this IGA, the Town will now maintain all these areas for all of State Route 89 within the Town limits. Originally, ADOT wanted to wait on the Town taking over the medians until after the upcoming highway widening project, but now they wanted the Town to take them over sooner.
- There was no cash associated with the IGA, but Town resources will now be used for the maintenance and staff had already purchased a spray rig for the work. If Town crews and volunteers were insufficient, staff would most likely hire a landscaper.
- Staff recommended approval, as it gave local control to the highway, and ADOT only maintained the medians once a year.
- Several individual citizens and local civic groups had participated or indicated a desire to assist with maintenance, such as Rotary, Lions, Navy veterans, and VFW. Such organizations obtained a special event license from ADOT and were covered by their organization's insurance, as well as by the Town's Workers' Compensation Insurance.

Council generally supported the proposal as citizens complained about median conditions every year.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the maintenance of portions of the right-of-way of SR 89.

Vote: 7 - 0 PASSED

- d) Consideration and possible action to approve change order number 1 to contract with Economists.com in the amount of \$5,000.00 to prepare additional analysis on the impacts of the Prescott Water Acquisition on future utility rate increases. Funds to come from the Professional Services Line in the Water Enterprise Fund. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve change order number 1 to contract with Economists.com in the amount of \$5,000.00 to prepare additional analysis on the impacts of the Prescott Water Acquisition on future utility rate increases.

Mr. Grittman reported that:

- On October 8, 2013, the Town entered into a Professional Services Contract with Economists.com to perform an update on the valuation of the City of Prescott water system within the Town limits. When staff met with Economists.com team members to review the draft report, it became obvious that some additional engineering and financial analysis was necessary to complete the evaluation.
- In previous analyses, Pat Walker, working with Economists.com, estimated that a \$9.5M general obligation bond issue would require a residential assessment of \$8.73 for a single family home with an assessed value of \$100,000.00, and a commercial assessment of \$15.72 per \$100,000 assessed value. The assessment for an average home in Chino

Meadows would be as low as \$4.37 based on an assessed value of \$50,000.00. Ms. Walker also demonstrated that a Chino Valley citizen who was on Prescott's water system was estimated to save \$3.23 for the assessed valued home of \$100,000 and \$7.59 for the assessed valued home of \$50,000.

- Ms. Walker further demonstrated that if 160 new commercial water and sewer customers and all 650 Prescott water customers came under the Town's existing utility rate structure, which currently called for rate increases over the next five years, the cost savings could be as high as \$17.17 per month.
- This change order authorized Economists.com to: (i) perform a detailed engineering cost estimate of the necessary capital required to tie Prescott's water system to the Town's water system; (ii) prepare the necessary analysis of the cost savings, based on the most recent valuation of Prescott's water system plus the cost of capital, which Town citizens would receive by this project moving forward; (iii) perform an analysis of the existing utilities rate schedule to determine if all or any of the future rate increases could be avoided; and (iv) determine if a very modest water and project along State Route 89 could be achieved.

Mr. Grittmann then reviewed a map depicting Prescott's water system in the Town and the proposed improvements and connections needed to connect the two systems. These proposed connections will also fulfill the Town's agreement with Windy Valley Plaza to bring water to the development and will also provide much needed fire flow through the entire system.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve change order number 1 to contract with Economists.com in the amount of \$5,000.00 to prepare additional analysis on the impacts of the Prescott Water Acquisition on future utility rate increases.

Vote: 7 - 0 PASSED

- e) Consideration and possible action with regard to the Magistrate performance appraisal process. (Mayor Marley)

Recommended Action: Approve Magistrate evaluation calendar, process, and forms as presented or as modified.

Councilmember Hatch, Chair of the Magistrate Evaluation Subcommittee, reported that:

- The Subcommittee met on March 24 to review the evaluation forms and proposed calendar, which covered the Magistrate's 2014 and 2015 evaluation, as well as next year's contract renewal process. The Subcommittee made one change to the evaluation form's title.
- The Subcommittee proposed to perform the 2014 evaluation now, start next year's process in December 2014 and then start subsequent evaluations in December. Council will need to address a process for the application, interview, and contract negotiations in 2015.
- The proposed process was to send evaluation forms to all attorneys that appeared before the judge, pro tem judges, police officers, and judicial staff. Forms will also be made available to the public at Town Hall, Library and Municipal Court for 30 days. Upon completion of the 30-day period, the Subcommittee will review the responses and bring them to Council in executive session. The Subcommittee was requesting staff support with this project.
- Judge Walker suggested that: (i) goals be included as part of the evaluation process; (ii) he should compete for each contract renewal; and (iii) Council perform the first evaluation

for a new magistrate after six months. He provided five goals and was asking for Council's input on them.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve Magistrate evaluation calendar, process, and forms and with support of staff.

Vote: 7 - 0 PASSED

9) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to adjourn the meeting at 7:21 p.m.

Vote: 7 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 25th day of February, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of March, 2014.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. c.**

Meeting Date: 03/25/2014
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: Chino Valley Tactical Shooting Range

AGENDA ITEM TITLE:

Consideration and possible action to approve the Utility Easement grant from the Town of Chino Valley to Arizona Public Service Company.

RECOMMENDED ACTION:

Approve Utility Easement grant from the Town to Arizona Public Service Company.

SITUATION AND ANALYSIS:

ISSUE STATEMENT: The Tactical Police Range requires electricity, provided by Arizona Public Service. In order to obtain electricity through APS, the Town must grant them utility easement to construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across and beyond the property.

APPLICABLE POLICY: None

SUMMARY OF ISSUES AND STAFF RATIONALE: The Police Department has a training building and range at the ProForce Tactical Range (Property as recorded in Book 1175, page 192 of Official Records, Yavapai County, Arizona described as follows: The Southeast quarter of Section 7, Township 16 North, Range 1 West of the Gila & Salt River Base & Meridian, Yavapai County, Arizona.) that is currently without electricity. In order to obtain electricity, APS requires power lines from their poles to our meter. In order to run those lines, they require a utility easement.

FINDINGS OF FACT:

1. No power currently at the range and building
2. Power wanted at range and building
3. APS is willing to supply power
4. Utility easement is needed so power line can be run

5. Recommend the Town grant the easement, as set forth in the attached document.

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

APS Utility Easement

APS FOLDER

SE-7-16N-1W
34.775979, -112400588
APN: 306-01-019A
NWP-14-23
WA187676
JBC/PJF

UTILITY EASEMENT

THE TOWN OF CHINO VALLEY, an incorporated municipality, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

Grantor's Property as recorded in Book 1175, page 192 of Official Records, Yavapai County, Arizona described as follows:

The Southeast quarter of Section 7, Township 16 North, Range 1 West of the Gila & Salt River Base & Meridian, Yavapai County, Arizona.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work performed by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

IN WITNESS WHEREOF, THE TOWN OF CHINO VALLEY, an incorporated municipality, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 201__.

THE TOWN OF CHINO VALLEY,
an incorporated municipality

By: _____
Printed Name

Its: _____
Title

Signature

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this ____ day of _____, 201__
by _____ (Grantor).

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

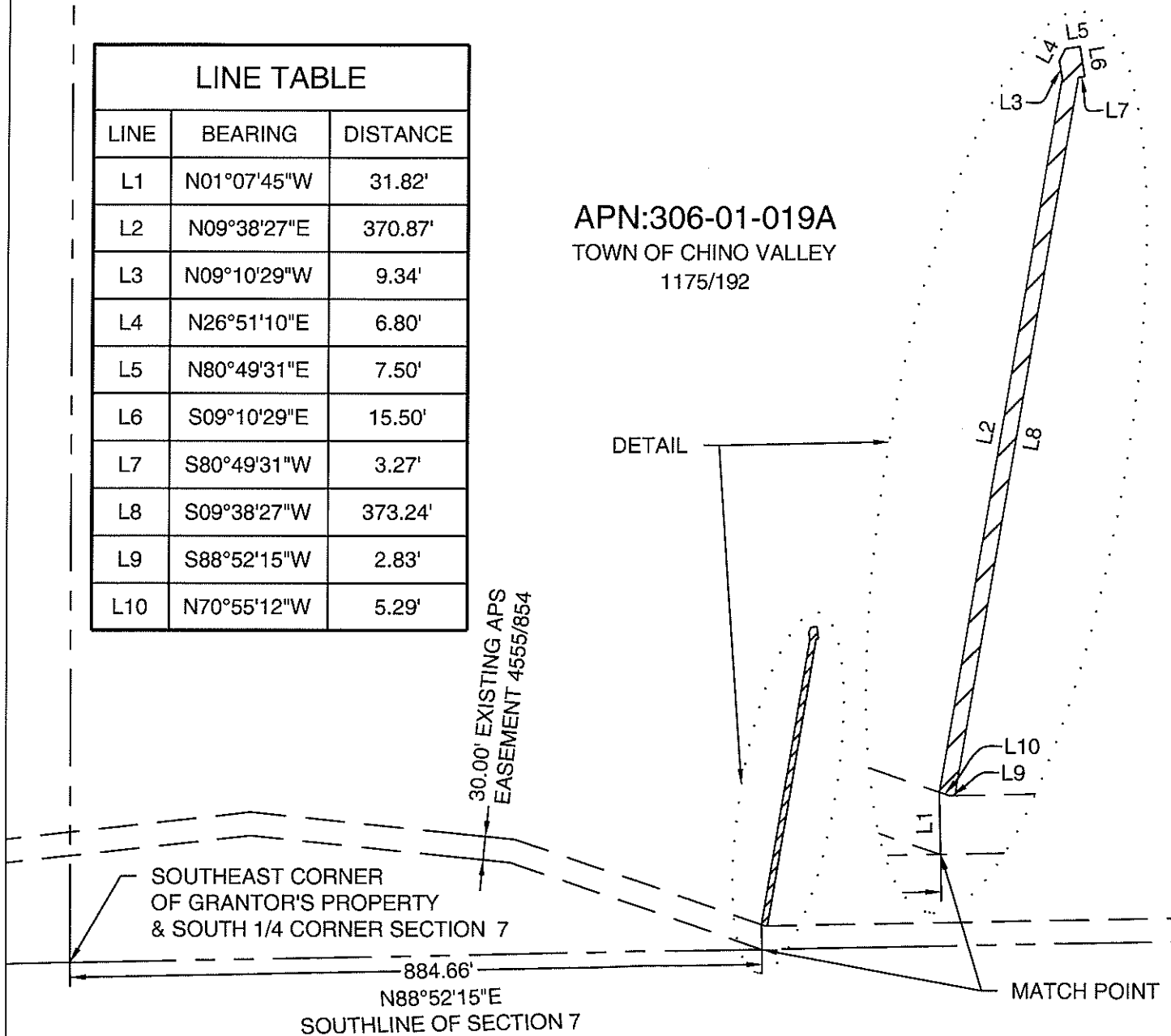
EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N01°07'45"W	31.82'
L2	N09°38'27"E	370.87'
L3	N09°10'29"W	9.34'
L4	N26°51'10"E	6.80'
L5	N80°49'31"E	7.50'
L6	S09°10'29"E	15.50'
L7	S80°49'31"W	3.27'
L8	S09°38'27"W	373.24'
L9	S88°52'15"W	2.83'
L10	N70°55'12"W	5.29'

APN:306-01-019A
TOWN OF CHINO VALLEY
1175/192

DETAIL



LEGEND

	EASMENT AREA
	EXISTING EASEMENT LINE
	PROPERTY LINE



W#: WA187676
DATE: 03-06-14
SE 1/4 SEC 7 T 16N R 1W
SCALE: 1:200
R/W: JC
SURVEY: JC
DRAWN BY: JC



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. a.**

Meeting Date: 03/25/2014
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

PUBLIC HEARING and consideration and possible action to adopt Ordinance No. 14-782 amending the Chino Valley Town Code Chapter 32 Finance and Revenue, Section 32-25 Tax Code, by repealing Section 32.25-477 Operating a Pipeline; amending Regulation 32.25-270.1 Proprietary Activities of Municipalities Are Not Considered Activities of a Governmental Entity, Subsection (b); and repealing Regulation 32.25-477.1 Operating a Pipeline; providing for repeal of conflicting ordinances; providing for severability; and establishing an effective date.

RECOMMENDED ACTION:

- (i) Hold a Public Hearing on the proposed changes to the Chino Valley Tax Code.
- (ii) Approve Ordinance No. 14-782, amending the Chino Valley Tax Code as presented.

SITUATION AND ANALYSIS:

The current Tax Code of the Town of Chino Valley imposes a tax on the gross income from the business activity of operating a pipeline within the Town. This section was part of the "Green Sheets" Section of the tax code.

The League of Cities and Towns has been working with the cities and towns to eliminate many of the Green Sheet sections of the tax code.

On November 12, 2013 The Town entered into an Intergovernmental Agreement with the City of Prescott providing for an alternate method of payment for operating a pipeline within the Town and agreeing to eliminate the transaction privilege tax from the business activity of operating a pipeline within the Town.

The proposed changes were reviewed by the Town Attorney, Unified Audit Committee and the League of Cities and Town.

The notice was posted on the Towns website for 60 days.

A Notice of a Public Hearing was published.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 14-782

Tax Code Steps

ORDINANCE NO. 14-782

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE CODE OF CHINO VALLEY, CHAPTER 32 FINANCE AND REVENUE, SECTION 32-25 TAX CODE, BY REPEALING SECTION 32.25-477 OPERATING A PIPELINE; AMENDING REGULATION 32.25-270.1 PROPRIETARY ACTIVITIES OF MUNICIPALITIES ARE NOT CONSIDERED ACTIVITIES OF A GOVERNMENTAL ENTITY, SUBSECTION (B); AND REPEALING REGULATION 32.25-477.1 OPERATING A PIPELINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

BE IT ORDAINED BY the Common Council of the Town of Chino Valley, Arizona as follows:

Section I. In General

The Town of Chino Valley, Arizona, Town Code Chapter 32, Finance and Revenue, Section 32.25 Tax Code, is hereby amended by repealing Section 32.25-477 Operating a Pipeline; amending Regulation 32.25-270.1 Proprietary Activities of Municipalities are not Considered Activities of a Governmental Entity, Subsection (b); and repealing Regulation 32.25-477.1 Operating a Pipeline to read as follows (additions shown underlined and ALL CAPS; deletions shown in ~~strikeout~~):

Repealing Section 32.25-477 Operating a Pipeline as follows:

~~Sec. 8A-477. Operating a pipeline.~~

~~The tax rate shall be an amount equal to two percent (3%) of the gross income from the business activity upon every person engaging or continuing in the business of operating a pipeline for transporting oil, or natural or artificial gas, or water, through pipes or conduits from a point within the Town to another point in the Town or in the State.~~

Amending Regulation 32.25-270.1 Proprietary Activities of Municipalities are not Considered Activities of a Governmental Entity, Subsection (b) to read as follows:

(b) Producing, providing, or furnishing electricity, electric lights, current, power, ~~or gas (natural or artificial),~~ OR WATER to consumers or ratepayers.

Repealing Regulation 32.25-477.1 Operating a Pipeline as follows:

~~Regulation 32.25-477.1 Operating a Pipeline~~

~~A person engaged in a business within the Town of Chino Valley and subject to tax under the provisions of Section 8A 477 of the Town of Chino Valley Transaction Privilege Tax Code, shall be subject to tax as provided herein.~~

~~In connection with operating a pipeline for transporting oil, natural or artificial gas, or water through pipe or conduits from a point within the Town to another point in the Town or in the State, in calculating the measure of the tax, the gross income of the taxpayer attributable to value proceeding or accruing from the sale of property, the providing of service, or both, outside the Town shall be reduced by twenty percent (20%).~~

~~The Town Clerk hereby states that this ruling is promulgated to carry into effect the provisions of Section 8A 477 of the Transaction Privilege Tax Code of the Town of Chino Valley, Arizona, and Section 8A 500 (c), requiring the adoption of allocation formulae for the apportionment of gross income derived from or attributable to activities engaged in within and without the Town of Chino Valley.~~

~~In dealing with any matters within the scope of this ruling for periods prior to the dates of its promulgation or its effectiveness, the Town Clerk shall be guided by the principles set forth in this ruling.~~

Section II. Providing For Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Providing For Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section IV. Effective Date

This ordinance shall be effective from and after July 1, 2014.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of March, 2014 by the following vote:

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

APPROVED this 11th day of March, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

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

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 14-782 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 11TH DAY OF MARCH, 2014, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2014.

Jami Lewis, Town Clerk

Town of Chino Valley
Steps to Modify Tax Code to Eliminate Pipeline Tax

Proposed Changes submitted to the Unified Audit Committee and League	Complete
Copy Sent to Department of Revenue Program Liason	1/23/2014
Commission Approval	Not Required
Posted on Homepage of Website 60 days prior to adoption	1/23/2014
Publish Notice for Public Hearing	3/1/2014
Hold Public Hearing	3/25/2014
Adopt Ordinance	3/25/2014
Notify Department of Revenue of passage	3/26/2014
Notify League of passage	3/26/2014
Effective Date	7/1/2014



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. b.**

Meeting Date: 03/25/2014
Contact Person: Cecilia Watts, General Services Director
 Phone: 928-636-2646 x-1202
Department: General Services
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N / A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 14-1027, accepting funds from the Arizona Department of Housing for the Town of Chino Valley's four-year rotational Community Development Block Grant funding, and authorizing the Mayor to sign said application upon completion by NACOG and Town staff.

RECOMMENDED ACTION:

Approve Resolution No. 14-1027, accepting funds from the Arizona Department of Housing for the Town of Chino Valley's four-year rotational Community Development Block Grant funding, and authorizing the Mayor to sign said application upon completion by NACOG and Town staff.

SITUATION AND ANALYSIS:

The Town of Chino Valley receives funding from the Department of Housing, through the AZ Department of Housing, every four years. It is anticipated that approximately \$264,220.00 will be allocated to Chino Valley in FY 14/15, but the amount has not yet been released. Two public hearings were held: November 12, 2013 and January 14, 2014.

Chino Valley's Public Work's Department had submitted a proposal for an asphalt paving project for the Chino Meadows V neighborhood. This includes the streets of Cottonwood Lane, Center Street, Railroad Avenue and Sunset, Lazy Loop Drive, and Lobo Lane. It is estimated that 128 homes, serving approximately 301 persons will receive a reduction of dust and dirt.

The 2010 Income Survey of the Chino Meadows neighborhood indicated that over 65% of the neighborhood qualified as low to moderate income. Since this project occurs in the same neighborhood, we will be able to utilize the same survey conducted in 2010.

The Arizona Department of Housing requires the Town Council to pass a resolution endorsing the project as well as granting the authority to the Mayor to sign the application upon completion. The Northern Arizona Council of Governments (NACOG) charges each grant recipient in its region an

administrative fee. One of the services they offer for the fee, regardless of how much work they administer, is the preparation of the application. They will be working with Town staff to prepare the program budget and application for submission to the Department of Housing.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Resolution 14-1027

**RESOLUTION NO. 14-1027
AUTHORIZATION TO SUBMIT APPLICATION
AND IMPLEMENT CDBG PROJECTS**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY2014/2015 STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Town of Chino Valley is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application addresses the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the MAYOR and TOWN COUNCIL of the TOWN OF CHINO VALLEY authorize application to be made to the State of Arizona, Department of Housing for FY2014/2015 CDBG funds, and authorize the MAYOR to sign application and contract or grant documents for receipt and use of these funds for PAVING OF DIRT ROADS IN CHINO MEADOWS 5, and authorize the MAYOR to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the TOWN OF CHINO VALLEY will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of March, 2014.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify the above foregoing Resolution No. 14-1027 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on March 25, 2014, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. c.**

Meeting Date: 03/25/2014
Contact Person: Ron Grittman, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Community Center Park

AGENDA ITEM TITLE:

Consideration and possible action to forward presentation of two skate park concepts at a public meeting, date to be determined.

RECOMMENDED ACTION:

Forward the two skate park concepts for presentation at a public meeting.

SITUATION AND ANALYSIS:

The Town has contracted with California Skate Parks (CSP) for the development of construction plans to be used to build an approved skate park at the Community Center Park. CSP has developed two concepts and is seeking public comment. Staff is requesting that the Council endorse the two concepts and forward them for public comment.

A public meeting will be held with appropriate stake holders to seek comments and preferences on the proposed skate park concepts. The meeting date will be determined based on input from stake holders. Flyers will be placed at each school, along with normal posting sites, as to the date and time of the meeting, once it is determined. Stake holders will include the Recreation Foundation, potential skate park users, AYSO, Chino Valley Little League, and other groups interested in the project.

Fiscal Impact

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

Attachments

Concept A

Concept B



CONCEPT
NOT TO SCALE

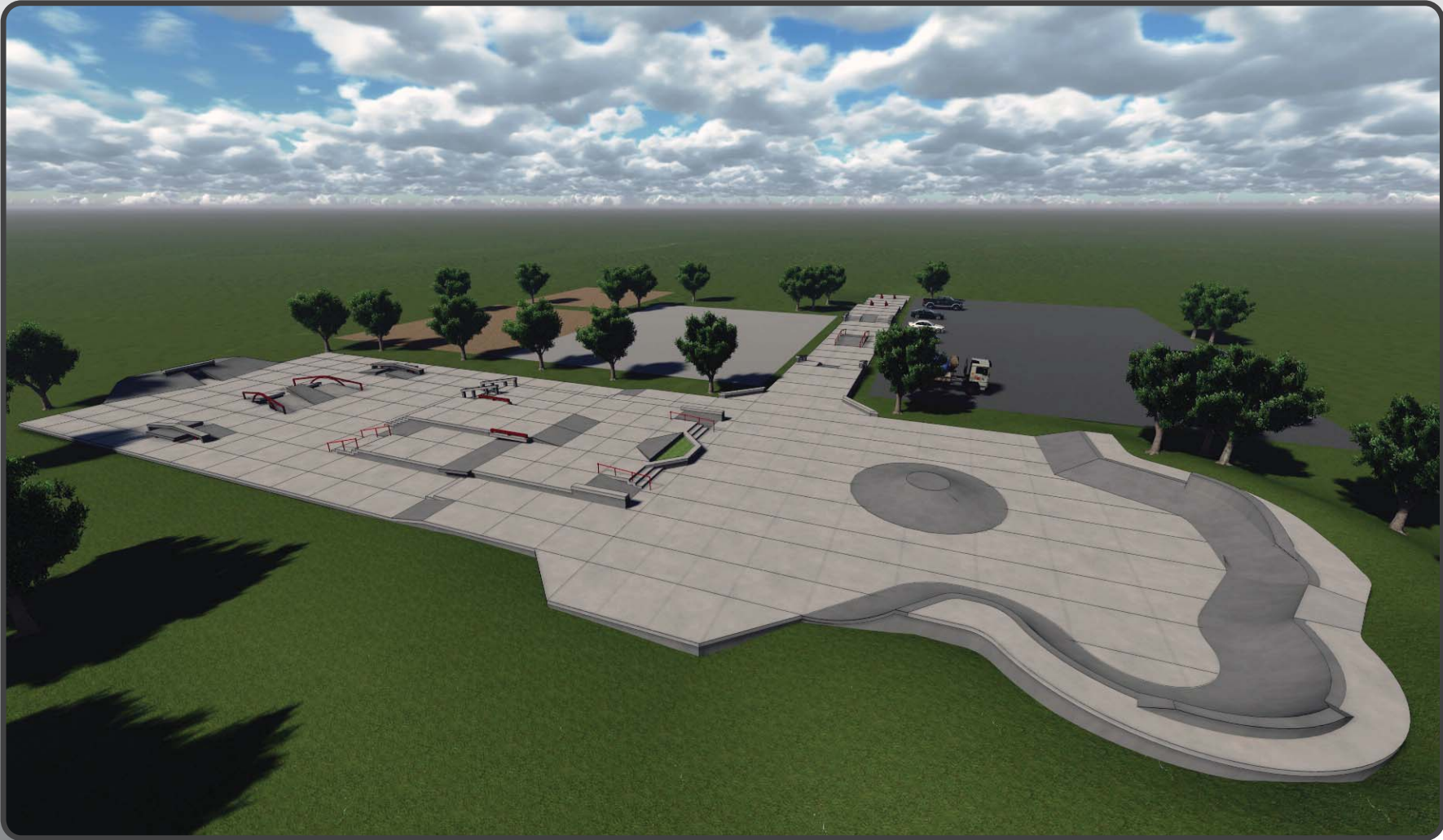
CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

02.24.2014

CALIFORNIA
skate parks





CONCEPT
NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

02.24.2014

CALIFORNIA
skateparks





CONCEPT
NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ
02.24.2014

CALIFORNIA
skate parks





CONCEPT
NOT TO SCALE

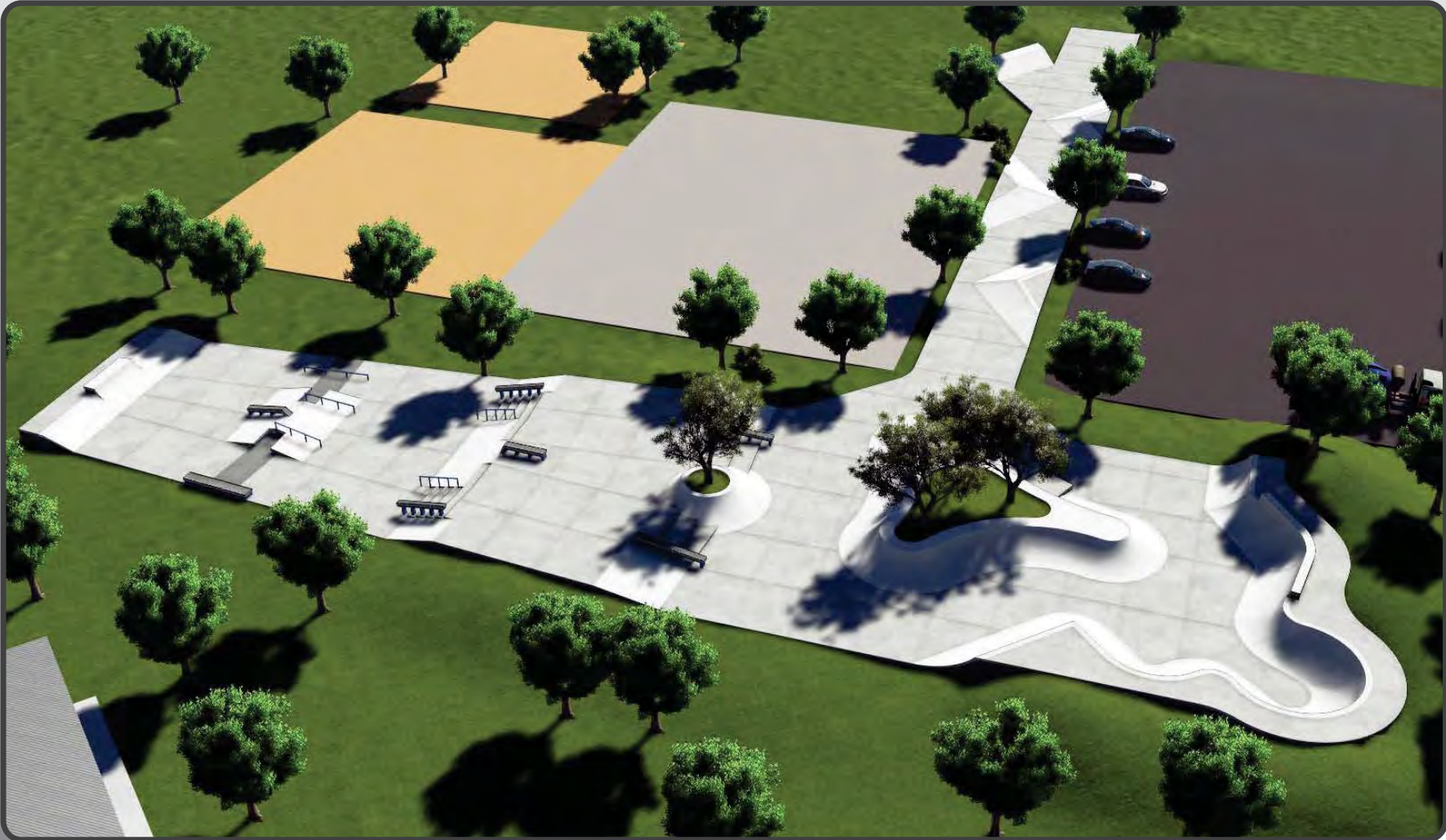
CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

02.24.2014

CALIFORNIA
skate parks





CONCEPT B
NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

03.04.2014

CALIFORNIA
skate parks





CONCEPT B
NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

03.04.2014

CALIFORNIA
skate parks





CONCEPT B

NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

03.04.2014

CALIFORNIA
skateparks





CONCEPT B

NOT TO SCALE

CHINO VALLEY SKATEPARK

CHINO VALLEY, AZ

03.04.2014

CALIFORNIA
skateparks





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. d.**

Meeting Date: 03/25/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Perkinsville Road and Highway 89

AGENDA ITEM TITLE:

Consideration and possible action to approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the construction of a roundabout at the intersection of State Route 89 and Perkinsville Road.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement between the Arizona Department of Transportation and the Town of Chino Valley for the construction of a roundabout at the intersection of SR 89 and Perkinsville Road.

SITUATION AND ANALYSIS:

Over the past several years, the Arizona Department of Transportation (ADOT) has been designing a roundabout at the intersection of Highway 89 Perkinsville Road. Several alternatives were analyzed prior to ADOT settling on the intersection improvements being a roundabout. The intersection was analyzed for a traffic signal, but because of its proximity to Road 3 North, the alternative was not deemed to move forward. In order to minimize the right-of-way takes to existing businesses, the roundabout is designed as more of an ellipse.

The IGA calls for the Town to contribute \$300,000 and the Central Yavapai Metropolitan Planning Organization (CYMPO) to contribute \$190,000 to the project. Current construction cost estimates for the roundabout are \$1.8M. The Town's contribution will come from the 2014-15 fiscal year, prior to September 1, 2014. The funds will come from the Highway User Revenue Fund.

The current schedule of the project is intended to begin construction of Perkinsville Road shortly after the Road 4 North project begins construction. ADOT believes that some economies of scale can be realized if the Road 4 North contractor is able to move from one project directly into the other.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 02-78-5450

Available: \$300,000

Funding Source:

Funds to come from Highway User Revenue Funds. The attached schedule demonstrates that the Town has sufficient funds available.

Attachments

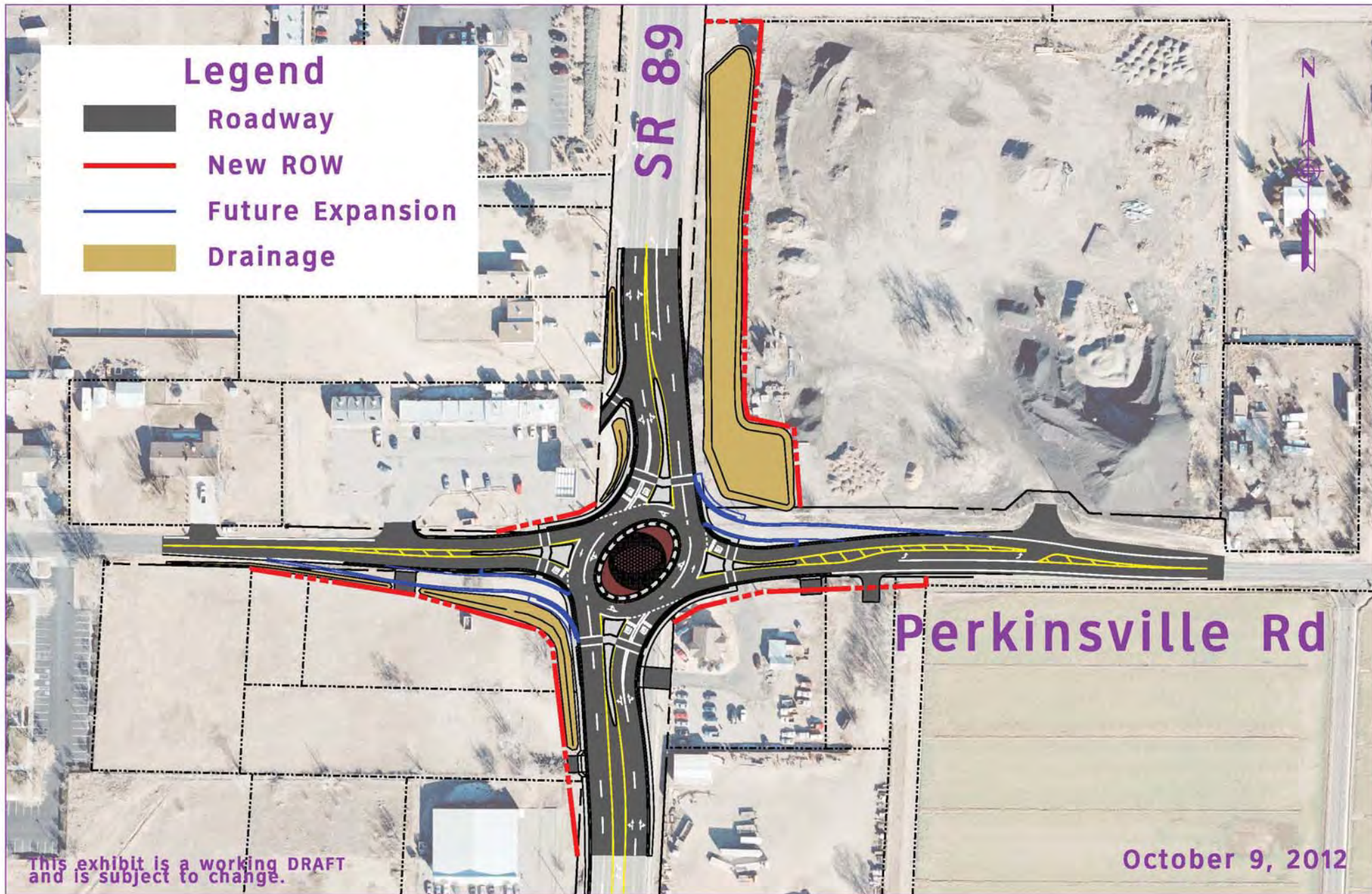
Financial Schedule

Roundabout Graphic

IGA

TOWN OF CHINO VALLEY
HURF FUND

	Budget FY 13-14	Estimate FY 13-14	Budget FY 14-15	Budget FY 15-16	Budget FY 16-17
REVENUES					
On Going Revenues	765,850	776,861	772,350	787,350	802,350
TOTAL REVENUES	\$ 765,850	\$ 776,861	\$ 772,350	\$ 787,350	\$ 802,350
EXPENDITURES					
Department Expenditures	719,550	679,897	727,677	723,477	745,022
Road Material	300,000	300,000	175,000	90,000	90,000
Perkinsville Roundabout			300,000		
TOTAL EXPENDITURES	\$ 1,019,550	\$ 979,897	\$ 1,202,677	\$ 813,477	\$ 835,022
REVENUES (UNDER) OVER EXPENDITURES	\$ (253,700)	\$ (203,036)	\$ (430,327)	\$ (26,127)	\$ (32,672)
BEGINNING FUND BALANCE	\$ 923,452	\$ 923,452	\$ 720,416	\$ 290,089	\$ 263,961
ENDING FUND BALANCE	\$ 669,752	\$ 720,416	\$ 290,089	\$ 263,961	\$ 231,290
Minimum Reserve Requirement @ 25% of department expenditures	254,888	244,974	225,669	203,369	208,755



ADOT CAR No.: IGA /JPA -13-0003884-I
 AG Contract No.: 13-0003884-I
 Project: Perkinsville Road Roundabout
 Section: SR 89 and Perkinsville Road
Federal-aid No.: 089-B(210)A
ADOT Project No.: H8330 01C
TIP/STIP No.: CY-CHV-12-08
Budget Source Item No.: Town Funding

INTERGOVERNMENTAL AGREEMENT

BETWEEN
 THE STATE OF ARIZONA
 AND
 TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into this date _____ pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CHINO VALLEY acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.

3. The State will design, advertise, bid, award and administer the construction of a new roundabout at the junction of State Route (SR) 89 and Perkinsville Road including sidewalk enhancements and roundabout lighting, hereinafter referred to as the Project, using federal, State, and Town funding. The Town will contribute \$300,000.00 towards the cost of construction for the roundabout and accept all maintenance responsibilities for the sidewalk enhancements and costs of the electrical power.

5. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prior to advertisement of the Project invoice the Town for the Town's contribution of \$300,000.00 for the construction of the roundabout at the junction of SR 89 and Perkinsville Road.

b. Prepare and provide design documents, specifications, and other such technical information and services required for construction bidding and construction of the Project and provide such documents to the Town for comments.

c. Be granted, without cost requirements, the right to enter Town's right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the Town.

d. Award one or more construction contract(s) for the Project and administer contracts and make all payments to the contractor(s) for the Project.

e. Administer the Project to ensure that it is performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

f. Be responsible for the general routine operations and maintenance of the electrical equipment associated with the Project.

g. Grant or confirm per established procedures of the State's Prescott District Permit Office, a valid blanket Encroachment Permit for all planned work to be provided by the Town within the State's right-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the Town in this Agreement. The State agrees all activities that are reasonably required to be performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

h. Upon completion of the Project perform the final inspection and notify the Town in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

i. Provide the Town a copy of as-built construction plans (hard copy and electronic form) upon completion of the Project.

j. The State will enter into a separate Agreement JPA 13-0003885-I with Central Yavapai Metro Planning Organization (CYMPO) for additional funding for the SR 89 and Perkinsville Road Roundabout.

2. The Town will:

a. Pay to the State, by September 1, 2014 based on receipt of an invoice from the State and prior to advertisement of the Project pay to the State, \$300,000.00 for the Town's contribution associated with the construction of a roundabout at the junction of SR 89 and Perkinsville Road.

b. Review the design documents required for construction of the roundabout and provide comments to the State as appropriate.

c. Be responsible for any increased costs arising from changes requested by the Town. All changes requested by the Town must be approved by the State in writing.

d. Hereby grant to the State, its agents and/or contractors, without cost, the right to enter Town's rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project.

e. Be responsible for all maintenance of the roundabout, sidewalk enhancements and costs of electrical power associated with the Project.

f. Grant to the State, its agents and/or contractors, without cost, the right to enter the Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights to entry on, to and over Town rights-of-way.

g. Obtain, per established procedures of the State's Prescott District Permit Office, a valid blanket Encroachment Permit for all planned work provided by the Town within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Prescott District established procedures. The Town agrees all activities performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day (30) written notice to the other Party. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with the Project or provide funds for past, current or future expenses under this Agreement.

2. The Town (as "indemnitor") agrees to indemnify, defend, and hold harmless the State (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal

grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services.

ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov

8. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding “Non-Discrimination”.

10. Non-Availability of Funds: Every payment obligation of either the State or the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and the Town at the end of the period for which the funds are available. No liability shall accrue to the State or the Town in the event this provision is exercised, the State and the Town shall be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

Town of Chino Valley
 Attn: Ron Grittman
 Public Works Department
rgrittman@chinoaz.net
 202 North State Route 89
 Chino Valley, Arizona 86323
 (928) 636-7140

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CHINO VALLEY

STATE OF ARIZONA

Department of Transportation

By _____
CHRIS MARLEY
Mayor

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
JAMI LEWIS
Town Clerk

JPA 13-0003884-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CHINO VALLEY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CHINO VALLEY, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____

Town Attorney

March 7th 2014-ly



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. e.**

Meeting Date: 03/25/2014
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Attorney
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to approve contracts for trucking services with Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

RECOMMENDED ACTION:

Approve contracts for trucking services with Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler, in accordance with the summary of bids.

SITUATION AND ANALYSIS:

On March 11, Council approved award of bid for trucking services to Corbin, Inc. as the primary hauler and Fann Contracting as a secondary hauler. Council now needs to approve the contracts for these two vendors.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Funds to come from Public Works for road projects or other departments that may need trucking services.

Attachments

Corbin-Bid Tab

Corbin-Contract (Web Addendum only)

Fann-Bid Tab

Fann-Agreement for Services (Web Addendum only)

**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- ☐ 7. The mailing envelope/package has been addressed to:

Town of Chino Valley Public Works Office
Attn: Richard Straub
1982 Voss Drive, #201
Chino Valley, Arizona 86323
- ☐ 8. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 9. The proposal is submitted in time to be received and stamped in by Public Works's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
TRUCKING AND HAULING SERVICES
FOR THE TOWN OF CHINO VALLEY, ARIZONA

Chino Valley intends to purchase trucking and hauling services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the Town of Chino Valley Public Works Office, 1982 Voss Drive, Chino Valley, Arizona 86323, until 3:00 p.m., on February 13, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.chinoaz.net or by contacting Richard Straub, telephone no. (928) 636-7140 or 1982 Voss Drive, Chino Valley, AZ 86323.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Trucking and Hauling Services – Public Works Office, Solicitation #2014-2."

1.5 Pre-Proposal Conference: N/A

1.6 Town's Right to Reject Proposals: The Town of Chino Valley reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Chino Valley. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Chino Valley and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as

trade secrets and other proprietary data, must be made known in writing to Chino Valley in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Chino Valley will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Chino Valley will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 10 days after the day of the opening of proposals, but Chino Valley may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Chino Valley. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Chino Valley may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Town Senior Engineering Project Manager, Richard Straub (928) 636-7140 in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Chino Valley website at www.chinoaz.net.

1.14 Proposal Bond: None required.

1.15 General Evaluation Standards:

1.15.1 Chino Valley seeks to obtain the services described in the Scope of Work. Chino Valley will evaluate proposals on the selection criteria set forth below. Chino Valley will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Town or other local governmental entities
- C. Price
- D. Number of trucks available on 24-hour advance notice
- E. Insurability
- F. Location of firm's mechanic shop office and truck location

1.15.2 Waiver and Rejection Rights. Chino Valley reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Chino Valley reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location; Truck location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references
- H. Document experience in Chip Seal Operations

Subcontractors: Subcontracting not allowed.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on

the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Chino Valley shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Chino Valley. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The term of this Agreement shall be for one (1) year, commencing on the date of execution of the Agreement. All services identified herein shall be completed to the satisfaction of the Town no later than December 31, 2014. This Contract may be renewed for up to five (5) additional one-year terms upon written agreement of the Parties.

2.2 Bonds: Not required.

2.2.1 Bonds Required. 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:

A Performance Bond in an amount equal to _____ percent (____%) of the 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.

A Payment Bond in an amount equal to _____ percent (____%) of the 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.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. 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. 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.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Chino Valley, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 Contractor will provide equipment and trucking services to haul aggregate from the Cemex Prescott Valley Plant to Chino Valley Public Works Yard, haul aggregate from the Public Works yard to various chip seal sites and hauling aggregate from various other sites to project sites in Chino Valley using the following types of equipment.

- 10 wheel minimum 12 ton equipped with chip attachment
- 14 wheel minimum 18 ½ ton equipped with chip attachment
- 16 wheel minimum 21 ton equipped with chip attachment
- Belly dump minimum 23 ton
- End dump minimum 23 ton.

3.2 Contractor shall have available and be able to furnish a minimum of five (5) large capacity trucks 12 tons or larger.

3.3 Contractor shall respond to all Town requests for services within 24 hours, except as may be waived by Town where there is an intervening weekend or holiday or other circumstances where the Town is able to provide more notice.

3.4 Contractor shall provide an owner or manager to operational check the efficiency of trucks on a daily basis when used on Chino Valley projects.

3.5 All trucks being used for Town Services shall, at all times, not exceed the applicable legal weight limit.

3.6 Starting time shall be at the source of the aggregate or at the Town's staging area, at the Town's discretion.

3.7 Fuel surcharges are not permitted. Increases in fuel cost for extended year contracts subject to council approval.

3.8 Trucks not performing to Town's satisfaction may be removed from the job at Town's sole discretion and determination.

3.9 Town shall not be billed for nor shall Contractor invoice for vehicles that are out of service.

3.10 Chip seal trucks shall be equipped with chip seal spreader attachments as approved by the Town.

3.11 Trucks hauling by the hour or ton shall operate at a normal, legal highway speed with no unnecessary stops or delays.

3.12 Subcontracting will not be allowed.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening February 13, 2014 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: Proposal Bid Schedule.

1. Haul aggregate from Cemex Prescott Valley plant to Public Works yard at 1982 Voss Drive.

Hauling cost per ton	\$ 6.25
----------------------	---------

2. Haul aggregate from various plant / stock pile sites to project sites in the Town of Chino Valley.

10 wheel, minimum 12 ton/chip attachment – Cost per hour	\$ 70
14 wheel, minimum 18 ½ ton/chip attachment – Cost per hour	\$ 80
16 wheel, minimum 21 ton/chip attachment – Cost per hour	\$ 85
Belly Dump, minimum 23 ton – Cost per hour	\$ 80
End Dump, minimum 23 ton – Cost per hour	\$ 85
List percent reduction for any Town caused down time in excess of one hour - % reduction in above prices	40 %

Total yearly fee shall not exceed \$100,000.00

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Chino Valley within ten (10) days after Chino Valley's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
County of Yavapai)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or

implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Name _____

Title

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of Feb, 2014, by Corey C. Mendoza

Notary Public

My Commission Expires:

3-4-2015



**IMPORTANT
PROPOSER'S CHECK LIST**

- ☐ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)
- ☐ 2. Authorized Signature Form is enclosed.
- ☐ 3. The proposal prices offered have been reviewed. (See Section 1.16)
- ☐ 4. Any required descriptive literature or other information have been included.
- ☐ 5. The Contract Time and/or schedules have been included.
- ☐ 6. Any addendums have been included/noted in Offer Section. (See Section 4.6)
- ☐ 7. The mailing envelope/package has been addressed to:

Town of Chino Valley Public Works Office
 Attn: Richard Straub
 1982 Voss Drive, #201
 Chino Valley, Arizona 86323
- ☐ 8. Proposal Package/Envelope has been identified with proposal number and title.
- ☐ 9. The proposal is submitted in time to be received and stamped in by Public Works's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

REQUEST FOR PROPOSAL DOCUMENTS FOR:
TRUCKING AND HAULING SERVICES
FOR THE TOWN OF CHINO VALLEY, ARIZONA

Chino Valley intends to purchase trucking and hauling services in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the Town of Chino Valley Public Works Office, 1982 Voss Drive, Chino Valley, Arizona 86323, until 3:00 p.m., on February 13, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.chinoaz.net or by contacting Richard Straub, telephone no. (928) 636-7140 or 1982 Voss Drive, Chino Valley, AZ 86323.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Trucking and Hauling Services – Public Works Office, Solicitation #2014-2."

1.5 Pre-Proposal Conference: N/A

1.6 Town's Right to Reject Proposals: The Town of Chino Valley reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Chino Valley. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Chino Valley and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as

trade secrets and other proprietary data, must be made known in writing to Chino Valley in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Chino Valley will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Chino Valley will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 10 days after the day of the opening of proposals, but Chino Valley may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Chino Valley. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Chino Valley may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Town Senior Engineering Project Manager, Richard Straub (928) 636-7140 in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Chino Valley website at www.chinoaz.net.

1.14 Proposal Bond: None required.

1.15 General Evaluation Standards:

1.15.1 Chino Valley seeks to obtain the services described in the Scope of Work. Chino Valley will evaluate proposals on the selection criteria set forth below. Chino Valley will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Town or other local governmental entities
- C. Price
- D. Number of trucks available on 24-hour advance notice
- E. Insurability
- F. Location of firm's mechanic shop office and truck location

1.15.2 Waiver and Rejection Rights. Chino Valley reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

1.15.3 A Proposer (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Proposal rejected.

1.15.4 Clarifications. Chino Valley reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.16 Proposal Preparation:

1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.16.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location; Truck location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references
- H. Document experience in Chip Seal Operations

Subcontractors: Subcontracting not allowed.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on

the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Chino Valley shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Chino Valley. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term: Renewal. The term of this Agreement shall be for one (1) year, commencing on the date of execution of the Agreement. All services identified herein shall be completed to the satisfaction of the Town no later than December 31, 2014. This Contract may be renewed for up to five (5) additional one-year terms upon written agreement of the Parties.

2.2 Bonds: Not required.

2.2.1 Bonds Required. 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:

A Performance Bond in an amount equal to _____ percent (____%) of the 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.

A Payment Bond in an amount equal to _____ percent (____%) of the 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.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. 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. 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.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Chino Valley, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 Contractor will provide equipment and trucking services to haul aggregate from the Cemex Prescott Valley Plant to Chino Valley Public Works Yard, haul aggregate from the Public Works yard to various chip seal sites and hauling aggregate from various other sites to project sites in Chino Valley using the following types of equipment.

- 10 wheel minimum 12 ton equipped with chip attachment
- 14 wheel minimum 18 ½ ton equipped with chip attachment
- 16 wheel minimum 21 ton equipped with chip attachment
- Belly dump minimum 23 ton
- End dump minimum 23 ton.

3.2 Contractor shall have available and be able to furnish a minimum of five (5) large capacity trucks 12 tons or larger.

3.3 Contractor shall respond to all Town requests for services within 24 hours, except as may be waived by Town where there is an intervening weekend or holiday or other circumstances where the Town is able to provide more notice.

3.4 Contractor shall provide an owner or manager to operational check the efficiency of trucks on a daily basis when used on Chino Valley projects.

3.5 All trucks being used for Town Services shall, at all times, not exceed the applicable legal weight limit.

3.6 Starting time shall be at the source of the aggregate or at the Town's staging area, at the Town's discretion.

3.7 Fuel surcharges are not permitted. Increases in fuel cost for extended year contracts subject to council approval.

3.8 Trucks not performing to Town's satisfaction may be removed from the job at Town's sole discretion and determination.

3.9 Town shall not be billed for nor shall Contractor invoice for vehicles that are out of service.

3.10 Chip seal trucks shall be equipped with chip seal spreader attachments as approved by the Town.

3.11 Trucks hauling by the hour or ton shall operate at a normal, legal highway speed with no unnecessary stops or delays.

3.12 Subcontracting will not be allowed.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening February 13, 2014 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: Proposal Bid Schedule.

1. Haul aggregate from Cemex Prescott Valley plant to Public Works yard at 1982 Voss Drive.

Hauling cost per ton	\$ 9.95
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2. Haul aggregate from various plant / stock pile sites to project sites in the Town of Chino Valley.

10 wheel, minimum 12 ton/chip attachment – Cost per hour	\$ 75.00
14 wheel, minimum 18 ½ ton/chip attachment – Cost per hour	\$
16 wheel, minimum 21 ton/chip attachment – Cost per hour	\$
Belly Dump, minimum 23 ton – Cost per hour	\$ 95.00
End Dump, minimum 23 ton – Cost per hour	\$
List percent reduction for any Town caused down time in excess of one hour - % reduction in above prices	10 %

Total yearly fee shall not exceed \$100,000.00

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Chino Valley within ten (10) days after Chino Valley's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

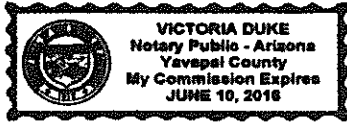
State of Arizona)
) ss.
County of Yavapai)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or

implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos None issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).



[Signature]
Name
President
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 12th day of February, 2014, by Michael Fann.

[Signature]
Notary Public

My Commission Expires:

June 10, 2016



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 8. f.

Meeting Date: 03/25/2014
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: Townwide

AGENDA ITEM TITLE:

Consideration and possible action to award bid and approve contract with Cactus Transport, Inc. for supply of oil and a distributor truck for the 2014 Chip Seal Program, in accordance with the summary of bid.

RECOMMENDED ACTION:

Award bid and approve contract with Cactus Transport, Inc. for supply of oil and a distributor truck for the 2014 Chip Seal Program, in accordance with the summary of bid.

SITUATION AND ANALYSIS:

The 2013 chip seal program was compiled using the Yavapai County bids for both the supply of oil and the distributor truck. As can be seen by traveling portions of Road 1 North, Road 1 East, and Road 3 North, the chips did not adhere to the supplied oil. The oil under Yavapai County was CRS-2 and the distributor truck was provided by a local contractor by the name of Grady's.

Based on site visits by Arizona Petroleum Industry professionals their assessment of these roadways is:

- *The oil used was not at a sufficient temperature; and
- *The distributor truck was placing the oil too far ahead of the chip spreader.

Staff felt that the best remedy to these issues is to bid the provision of a different oil CRS-2P and require that the oil provider provide their own distributor truck. This will allow the Town to have better control over the proper application of the oil so that the chip seal material will properly bind.

On March 6, 2014 bids were received for the provision of CRS-2P oil and a distributor truck. Two bids were received from Cactus Transport and Sunland. Fann contracting submitted a bid for the provision of the distributor and is being considered nonresponsive because no bid for oil was provided. The following is the results of the bid.

	Cactus Transport	Sunland
Supply and Delivery of CRS-2P	\$551.00/ton	\$640.00/ton
Supply and Delivery of CSS1H	\$270.00/ton	\$323.00/ton
Supply Distributor Truck	\$270.00/hr	\$288.00/hr
Per Diem Costs	\$300.00/day	\$240.00/day
All Costs for the return of unused oil	\$200/load	\$200/load
Stand-by Time for Distributor Truck	\$150.00/hr	\$228/hr
Stand-by Time for Transport Truck	\$85.00/hr	\$110.00/hr
Mobilization for Preconstruction Meeting	\$500.00/ea	\$400.00/ea

Town staff has decided that no single chip seals will be applied in the future. The minimum chip seal surface shall be a double chip. In addition, after the chip seal has had sufficient time to volatize, a fog seal shall be placed over the final surface with the oil CSS1H. This revision to the construction practices will eliminate the issues that are currently being experienced.

Town staff proposes one more chip seal program this fiscal year. Road 3 South east of Road 1 East and Granada Estates will be re-surfaced in May/June 2014. This work will be completed by the end of the current fiscal year and will be within the budget limits that the Council has already approved at their September 10, 2013 Council meeting.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 02-78-5398

Available:

Funding Source:

Funds to come from Highway User Revenue Funds

Attachments

Bid Tab

Contract (Web Addendum only)

TOWN OF CHINO VALLEY, ARIZONA
REQUEST FOR PROPOSAL DOCUMENTS FOR:

Supply and delivery of CRS-2P emulsified oil CSS1H fog seal to Chino Valley road yard at 1982 Voss Drive, Chino Valley, AZ and supply operated distributor truck for spreading oil to various Town projects.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the Town of Chino Valley Public Works Office, 1982 Voss Drive, Chino Valley, Arizona 86323, until 3:00 p.m., on March 6, 2014, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available for downloading on the Town's website at www.chinoaz.net or by contacting Richard Straub, telephone no. (928) 636-7140.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Supply and Delivery of Road Oil and Supply of Operated Distributor Truck Services – Public Works Office, Solicitation #2014-1."

1.5 Pre-Proposal Conference: A Pre-Proposal Conference will be held at 10:00 a.m. on February 25, 2014, at the Public Works Building, located at 1982 Voss Drive, Chino Valley, AZ 86323. The Scope of Work will be reviewed, discussed and opened for questions. **Potential proposers are highly advised to attend.** Potential proposers will be able to ask for interpretations and clarifications of this RFP at that time. Chino Valley will not be responsible to convey any clarifications to potential proposers who are not in attendance.

1.6 Town's Right to Reject Proposals: The Town of Chino Valley reserves the right to reject any and all proposals and to waive technicalities.

1.7 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Chino Valley. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.8 Proposal Amendment or Withdrawal: A Proposal may be withdrawn anytime before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Chino Valley and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Chino Valley in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Chino Valley will not insure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. Chino Valley will provide 48 hours notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerks Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Proposal Acceptance Period: All proposals shall remain open for 20 days after the day of the opening of proposals, but Chino Valley may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Chino Valley. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, Chino Valley may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.13 Proposer Registration: Proposers shall register with the Senior Engineering Project Manager, Richard Straub (928) 636-7140 in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. All addenda will be posted on the Chino Valley website at www.chinoaz.net.

1.14 Proposal Bond: Non Required.

1.15 General Evaluation Standards:

1.15.1 Chino Valley seeks to obtain the services described in the Scope of Work. Chino Valley will evaluate proposals on the selection criteria set forth below. Chino Valley will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

- A. Firm Experience and Capability
- B. Prior Projects with Town or other local governmental entities
- C. Price
- D. Insurability

1.15.2 Waiver and Rejection Rights. Chino Valley reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so.

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1.16.1 Format. Proposers shall submit their Proposal with an original and 2 copies either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.16.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

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1.16.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees
- D. Experience in providing similar services within the last 3 years
- E. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current work load and *certify* that no team members will be substituted without prior approval from the Town of Chino Valley

Other information required to be supplied with Proposal:

- A. Documentation of experience in chip seal operations and delivery of oil.

1.16.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the Proposal on the Proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the Proposal.

1.16.7 Evidence of Intent to be Bound. The Proposal form within the Solicitation shall be submitted with the Proposal and shall include a signature by a person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be bound by its Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and the Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

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1.17.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

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1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Chino Valley shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Chino Valley. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The term of this Agreement shall be for one (1) year, commencing on the date of execution of the Agreement. All services identified herein shall be completed to the satisfaction of the Town no later than September 1, 2014. This Contract may be renewed for up to five (5) additional one-year terms upon written agreement of the Parties.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Chino Valley, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 Contractor to supply and deliver emulsified oil to the staging area at the Public Works facility located at 1982 Voss Drive, Chino Valley, Arizona. Supply an operated distributor truck for application of the oil on various Town streets. The distributor truck shall have a capacity of 2,500 gallons or more and operated with two operators.

3.2 Contractor shall furnish a distributor truck that meets ADOT / Yavapai County Specifications and is well maintained and calibrated. All gages and distributor nozzles shall be in good working order and inspected by the contractor prior to delivery to the Town of Chino

Valley. Contractor must take all necessary preparations to minimize any down time to the chip seal operations due to mechanical breakdown of the distribution truck since this may result in back charges to the Town from other contractors on the job. Down time over one hour will not be charged to the Town.

3.3 The staging area for the tanker truck/distributor truck shall be at the Public Works yard at 1982 Voss Drive. The contractor shall coordinate the delivery schedule of the tanker trucks to the staging area in cooperation with Town personnel.

3.4 Fuel surcharges are not permitted.

3.5 Starting time for the distributor truck shall be at the staging area on 1982 Voss Drive.

3.6 Distributor trucks not performing to the Towns satisfaction shall be removed and replaced with a suitable distributor truck.

3.7 Whenever there is a return of unused oil produce that is the result of the Town limiting the storage of the oil product or the spreading of the oil product, the Town shall pay the contractor the amount of \$200.00 to pay for all related freight costs and pump off costs.

3.8 The chip seal 2014 program will be divided into two periods of time, one in the budget year 2013-2014 (ending June 30, 2014) and one in budget year 2014-2015 (ending June 30, 2015). All chip seal will occur in calendar year 2014, June to September 1.

3.9 The contractor's project manager/superintendent shall attend the preconstruction meeting to inspect the streets to receive the chip seal and discuss the rate of oil application, delivery and scheduling of the oil and other key operational issues. The lead operator shall also attend the preconstruction meeting.

3.10 The contractor shall be responsible for scheduling the delivery of the oil transport trucks.

3.11 In the event of unexpected weather delays or other work stoppages due to unforeseen conditions, beyond the control of the bidder, which would preempt the days work, the contractor shall be paid stand by time as identified in the bid.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening March 6, 2014 for services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price:

1.	Supply and Deliver CRS-2P to Town Staging Area	\$ 551.00 /ton
2.	Supply and Deliver CSS1H to Town Staging Area, 50% Dilution	\$ 270.00 /ton
3.	Supply Distributor Truck with 2 Operators	\$ 180.00 /hour
4.	Per Diem Costs for 2 Operators	\$ 300.00 /day
5.	All Costs for unused Asphalt Return per Transport Truck	\$ 200.00 /load
6.	Stand by Time for Distributor Truck	\$ 150.00 /hour
7.	Stand by Time for Transport Truck (for all time over four hours)	\$ 85.00 /hour
8.	Mobilization Costs for Attending Preconstruction Meeting/Inspecting Town Street Projects	\$ 500.00 /each

Note:

1. The total contract amount shall not exceed \$150,000.00 per budget year.
2. All applicable taxes to be included in above prices.
3. If the contract is awarded for multiple years the oil price may be adjusted according to ADOT Standards.

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Chino Valley within ten (10) days after Chino Valley's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

State of Arizona)
) ss.
County of Yavapai)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. none issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Jason Hoffman

Name

V.P. Transportation

Title

SUBSCRIBED AND SWORN TO BEFORE ME this 5 day of March, 2014, by Jason Hoffman

Sherry Garcia

Notary Public

My Commission Expires:

4/7/2017





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. g.**

Meeting Date: 03/25/2014
Contact Person: Liz Hart, Town Clerk Assistant/Records Technician
 Phone: 928-636-2646 x-1210
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants to fill vacancies on various public bodies.

RECOMMENDED ACTION:

Appoint applicants to the Board of Adjustment, Industrial Development Authority, Parks and Recreation Advisory Board, and Senior Center Advisory Board as recommended by the Council Appointments Subcommittee.

SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on March 11 to review applications for several public bodies. They have recommended that Council appoint the following persons to the corresponding public body:

- Board of Adjustment - Appoint Beverly Duffy to term ending July 31, 2015 and Gary Warren to term ending July 31, 2016;
- Industrial Development Authority - Appoint Beverly Duffy to term ending June 30, 2019;
- Parks and Recreation Advisory Board - Appoint George Cooper to term ending June 30, 2014 and Donna Armstrong to term ending June 30, 2015;
- Senior Center Advisory Board - Appoint Kathy Farber to term ending June 30, 2014.

With these appointments, these public bodies will have no vacancies.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. h.**

Meeting Date: 03/25/2014
Contact Person: Robert Smith, Town Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to direct staff to place the Town of Chino Valley on WIFA's competitive funding list.

RECOMMENDED ACTION:

Direct staff to place the Town of Chino Valley on WIFA's competitive funding list.

SITUATION AND ANALYSIS:

At some point in the future the Council may determine that it would access bond monies to finance certain infrastructure enhancements, acquisitions or the settlement of legal agreements related to same. Should Council wish to access WIFA funds for such purposes, first the Town must request that it be placed on WIFA's competitive funding list. Placement on the list does not commit the Town to borrowing funds from WIFA, but does ensure that should the Town choose to do so, the opportunity and funding would be present when needed.

Fiscal Impact

Fiscal Impact?: N/A
If Yes, Budget Code:
Available:
Funding Source:

Attachments

WIFA Brochure

Water Infrastructure Finance Authority *of Arizona*



Arsenic Treatment System
Maricopa DWID

WIFA Mission Statement

The Water Infrastructure Finance Authority of Arizona (WIFA) is Arizona's water and wastewater funding source. We are dedicated to maintaining and improving water quality for all Arizonans, by providing financial and technical assistance for basic water infrastructure throughout Arizona. We are committed to guiding resources to those communities with the greatest need, helping maintain and enhance Arizona's quality of life. These investments are critical to ensuring the continued protection of water quality and public health statewide.



Solar at Beardsley Water Reclamation Facility Operations Building
City of Peoria

Where do communities go when they need funding to maintain or improve water infrastructure?

They come to WIFA. WIFA functions as a "bond bank," which means we are able to issue water quality bonds on behalf of communities to fund water infrastructure projects. WIFA relies on its triple A ratings and EPA funding to offer significantly lower cost financing than communities can obtain from other sources.

Utilizing an active portfolio and sound financial management, we offer impressive savings through below-market interest rates on loans, with no minimum or maximum funding limits. In addition, we are able to lower a borrower's interest costs even further through discounts of between 5% and 30%.

WIFA provides one-on-one assistance, an easy-to-understand application process and year-round funding availability.

Wastewater Funding

The Clean Water State Revolving Fund (CWSRF) offers financial assistance to design, construct, rehabilitate and upgrade wastewater treatment and reclamation facilities and related water quality projects. Public jurisdictions are eligible for financial assistance under the CWSRF. Project examples include:

- Septic to sewer
- Advanced wastewater treatment systems
- Recharge facilities
- Biosolids handling facilities
- Water reclamation and reuse
- Sewer line replacement
- Stormwater management
- Nonpoint source pollution mitigation

Drinking Water Funding

The Drinking Water State Revolving Fund (DWSRF) can be used to design, construct, rehabilitate and upgrade drinking water facilities. Publicly held community water systems are eligible for these funds, as are privately held drinking water systems that are subject to regulation by the Arizona Corporation Commission. Project examples include:

- Well rehabilitation and drilling
- Storage tanks
- Transmission lines
- Arsenic/fluoride/nitrate treatment systems
- Meter replacement
- Pump stations

Together, these funds have provided more than \$1.9 billion in low-cost financing and grants for projects that help protect Arizona's water quality and provide safe drinking water.



Reclaimed Water Pump Station
Town of Cave Creek

It's Easy to Apply

At WIFA, we make it as easy as possible for you to get funding for your project. Our streamlined, user-friendly application process means you can go from completing an application to closing on your loan in just a few months. All you have to do is contact WIFA at (602) 364-1310 and talk to a Project Manager to get started. Here are some ways we make it easy for you:

- No application deadlines
- Financing available year-round
- Loans approved at bimonthly board meetings
- Consistent point of contact throughout the financing process

Planning and Design Assistance Grant Program

WIFA also manages a Planning and Design Assistance Grant Program. This program offers planning and design grants to eligible wastewater and drinking water systems to help prepare water and wastewater facilities for future construction of infrastructure projects.

WIFA FACTS

Since 1992, WIFA has invested more than \$1.9 billion in Arizona's communities through the funding of drinking water and wastewater projects.

- No minimum or maximum limit to obtain a WIFA loan
- Smallest loan amount to date: **\$2,968**
- Largest loan amount: **\$87.7 million**
- Largest multi-loan project: **\$346 million**

HOW TO CONTACT WIFA

Water Infrastructure Finance Authority
of Arizona

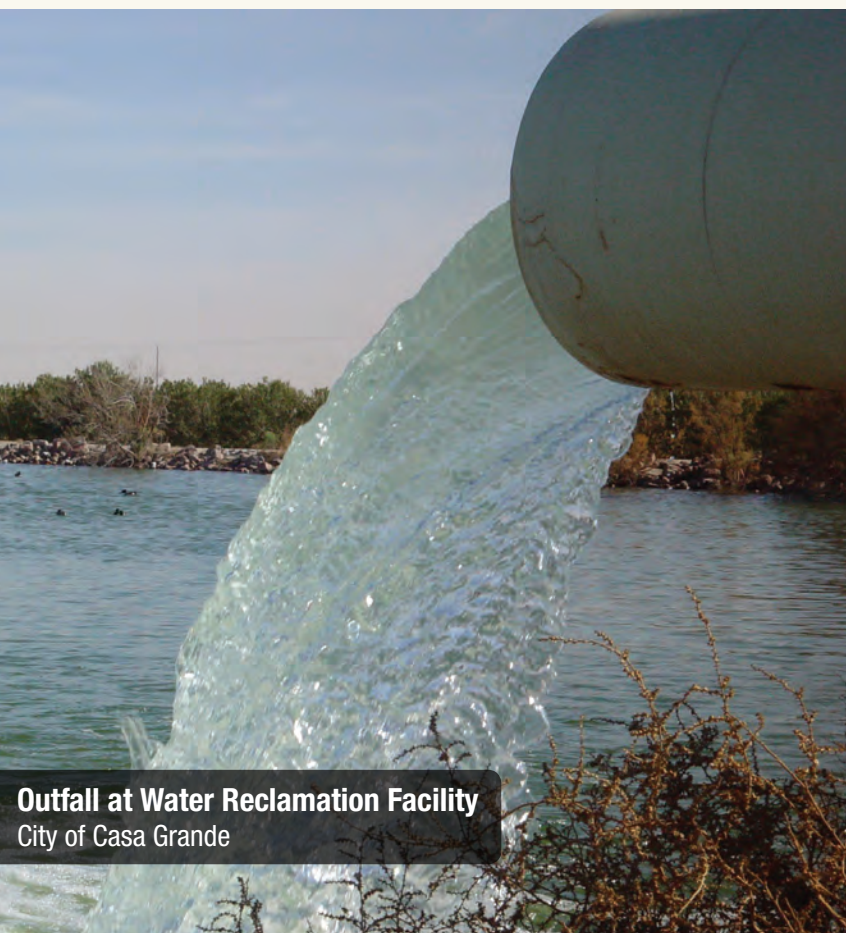
1110 W. Washington St., Suite 290
Phoenix, Arizona 85007

Phone: **(602) 364-1310**

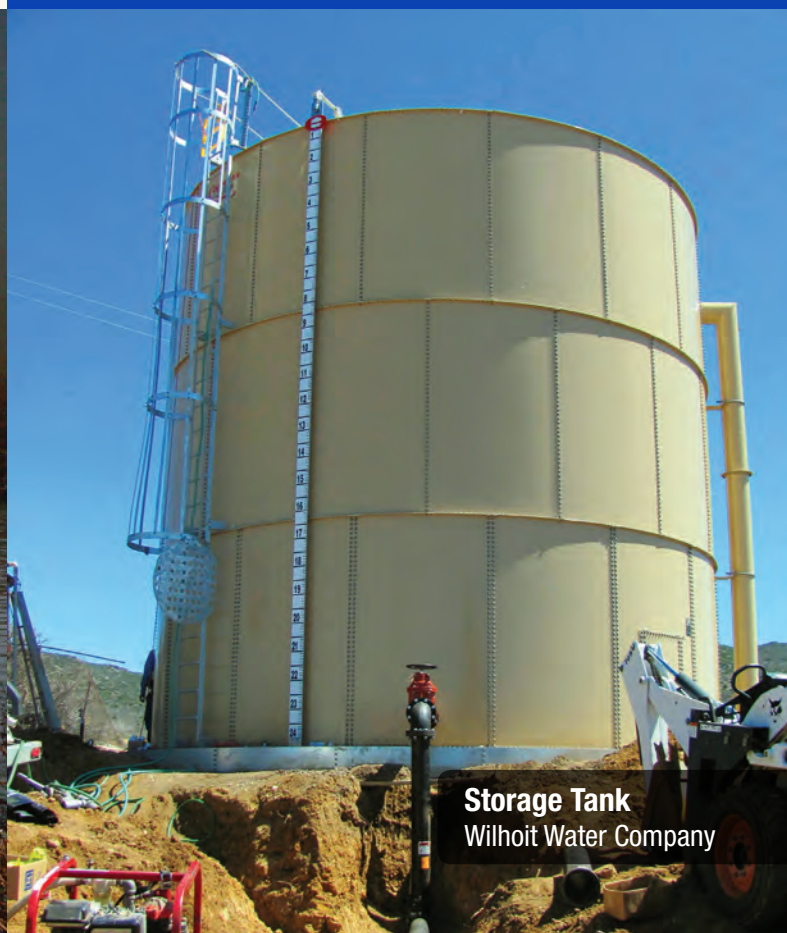
Fax: **(602) 364-1327**

Toll Free: **(877) 298-0425**

Web: **www.azwifa.gov**



Outfall at Water Reclamation Facility
City of Casa Grande



Storage Tank
Wilhoit Water Company



WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA
1110 WEST WASHINGTON STREET, SUITE 290 | PHOENIX, ARIZONA 85007

Telephone: (602) 364-1310 | Fax: (602) 364-1327 | Toll Free: (877) 298-0425 | Web: www.azwifa.gov



Water Reclamation Facility
City of Casa Grande