



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY SEPTEMBER 25, 2018
6:00 P.M.**

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

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

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Proclamation declaring October 5-7, 2018 as the official "Prescott Area Artist Studio Tour" celebration of the arts and local artists.

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, 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 reports by Mayor and Council regarding current events.

- b. Status report by Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
- c. Report regarding code compliance plan for fiscal year 2018/2019. (Jason Sanks, Development Services 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 authorize Chief Wynn and Town Manager Grittmann to sign the Governor's Office of Highway Safety contract to receive grant funding. (Chuck Wynn, Police Chief)

Recommended Action: Authorize Chief Wynn and Town Manager Grittmann to sign the Governor's Office of Highway Safety contract to receive grant funding.

- b. Consideration and possible action to accept the September 11, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

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

- a. Public Hearing and consideration and possible action to recommend approval of an application from Nathan Haverstock for a new Series 12 (Restaurant) Liquor License for Pasghetti's Pasta Joint, located at 1150 N. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for Pasghetti's Pasta Joint.

- b. Consideration and possible action to adopt Ordinance No. 18-853, rezoning 6 acres of real property from AR-5 (Agricultural Residential-5 acre minimum) zoning district to SR-1 (Single Family Residential-1 acre minimum) zoning district. The subject property, Assessor's Parcel No. 306-13-006L, is located on the northwest corner of South Road 1 West and West Road 2 South at 940 South Road 1 West. Applicant: Chad Nanke. (Alex Lerma, Planner)

Recommended Action: Adopt Ordinance 18-853 to rezone 6 acres from AR-5 zoning district to SR-1 zoning district for APN 306-13-006L with the condition recommended per Council discussion.

- c. Consideration and possible action authorizing staff to contract with Sage Consulting for research and development of possible funding sources that could provide public and/or private grant funds, matching funds, and other funding to pay for needs throughout Chino Valley, including the needs for Old Home Manor, in an amount not to exceed \$6,000. (John Coomer, Economic Development Project Manager)

Recommended Action: Authorize staff to contract with Sage Consulting for research and development of possible funding sources that could provide public and/or private grant funds, matching funds, and other funding to pay for needs throughout Chino Valley, including the needs for Old Home Manor, in an amount not to exceed \$6,000.

- d. Consideration and possible action to sign the joint letter of opposition for Proposition 127 relating to Renewable Energy Production. (Cecilia Grittmann, Town Manager)

Recommended Action: Sign the joint letter of opposition for Proposition 127 relating to Renewable Energy Production.

- e. Consideration and possible action to approve the bid and Cooperative Purchasing Agreement with A-Team Electrical Services, Inc., in the amount of \$286,632.59, to install lights on the ball field located at the southeast corner of the Recreation Center Complex. (Scott Bruner, Community Services Director)

Recommended Action: Approve the bid and Cooperative Purchasing Agreement with A-Team Electrical Services, Inc. in the amount of \$286,632.59 to install new ball field lights at the Recreation Center Complex.

- f. Consideration and possible action to expend funds, which were originally donated to the Town by Prescott Newspapers and the Prescott Indian Tribe for an amphitheatre in the amount of \$65,000, to purchase playground equipment and a ramada for Memory Park. (Scott Bruner, Community Services Director)

Recommended Action: Approve expenditure of donated funds in the amount of \$65,000 from for the purchase of playground equipment and a ramada for Memory Park.

- g. Consideration and possible action to formally adopt the name "Chino Valley Regional Business Park" with a descriptor where appropriate of "at Old Home Manor." (John Coomer, Economic Development Project Manager)

Recommended Action: Approve the name "Chino Valley Regional Business Park" with a descriptor where appropriate of "at Old Home Manor" for the 200 acre industrial/business park at Old Home Manor.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 19th day of September, 2018.

By: *Jami C. Lewis, Town Clerk*

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

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.a.

Meeting Date: 09/25/2018
Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208
Department: Council
**Estimated length
of Staff Presentation:** 5 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Proclamation declaring October 5-7, 2018 as the official "Prescott Area Artist Studio Tour" celebration of the arts and local artists.

Attachments

Proclamation-Artist Studio Tour

**Office of the Mayor**

202 N. State Route 89
Chino Valley, AZ 86323
(928) 636-2646

PROCLAMATION

Prescott Area Artist Studio Tour- October 5-7, 2018



Whereas, for eleven years The Prescott Area Artist Studio Tour (formerly sponsored by Mountain Artist Guild) continues to believe that artistic awareness is essential to life and community; and

Whereas, the Prescott Area Artist Studio Tour is a non-profit organization that holds an annual self-guided tour of local artists' studios and art centers; and

Whereas, the Prescott Area Artist Studio Tour juried Tour includes artists who use the energy of their imaginations to create works in a variety of mediums that reflect a wide range of style and viewpoint; and

Whereas, the Prescott Area Artist Studio Tour includes Art Centers, which are organizations with the specific purpose of encouraging arts practice and providing facilities for ongoing art education; and exhibiting artists with high quality work are at the discretion of the Art Center; and

Whereas, the Prescott Area Artist Studio Tour educates the public about the techniques and materials used by a wide range of artists through demonstrations at each Tour artist's studio; and

Whereas, the Prescott Area Artist Studio Tour holds one or more receptions where the public can meet many of the artists participating in the Tour and view their work; and

Whereas, the Prescott Area Artist Studio Tour engages in other activities that foster an appreciation of the arts and encourages art education; and

Whereas, the Prescott Area Artist Studio Tour donates to local nonprofit arts programs for youth; and

Whereas, the Quad-City Area of Prescott, Prescott Valley, Dewey-Humboldt, Chino Valley, and Paulden is home to many talented artists; and

Whereas, the Town of Chino Valley joins the Prescott Area Artist Studio Tour in support of their work and mission by declaring an official celebration of the arts on October 5-7, 2018 known as the Prescott Area Artist Studio Tour;

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, on behalf of the Chino Valley Town Council, do hereby proclaim October 5-7, 2018 as the official Prescott Area Artist Studio Tour celebration of the arts and local artists.

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 *September*, 2018.

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 09/25/2018
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to authorize Chief Wynn and Town Manager Grittmann to sign the Governor's Office of Highway Safety contract to receive grant funding.

RECOMMENDED ACTION:

Authorize Chief Wynn and Town Manager Grittmann to sign the Governor's Office of Highway Safety contract to receive grant funding.

SITUATION AND ANALYSIS:

Every year the Chino Valley Police Dept. receives a traffic safety grant through AZ Governor's Office of Highway Safety. This year's grant authorizes reimbursement in the amount of \$12,000 for traffic related overtime expenses and \$12,300 to purchase three (3) solar-powered speed display signs for placement in school zones.

Fiscal Impact

Fiscal Impact?: 24,300.00
If Yes, Budget Code: Grants
Available: 24,300.00
Funding Source:
 GOHS Grant

Attachments

2019 GOHS Grant

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0		Assistance Listings: 20.600
1. APPLICANT AGENCY Chino Valley Police Department	GOHS CONTRACT NUMBER: 2019-PTS-008	
ADDRESS 1950 Voss Dr., #301, Chino Valley, Arizona 86323	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Town of Chino Valley	AGENCY CONTACT: Vincent Schaan	
ADDRESS 202 N. State Route 89, Chino Valley, Arizona 86323	3. PROJECT TITLE: STEP Enforcement, and Enforcement Related Materials and Supplies	
4. GUIDELINES: 402-Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.		
6. BUDGET COST CATEGORY	Project Period FFY 2019	
I. Personnel Services	\$8,571.00	
II. Employee Related Expenses (40%)	\$3,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$12,300.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$24,300.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$24,300.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 25

Total Population in your city/town or county: 11019

Total Road Mileage: Highway 11 Local 140 Total 151

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	226	191	182
Total Injury Crashes	52	48	45
Total Fatal Crashes	1	0	0
Total Alcohol-related Crashes	15	12	15
Total Alcohol-related Serious Injuries	4	6	3
Total Alcohol-related Fatalities	0	0	0
Total Speed-related Crashes	48	45	38
Total Speed-related Serious Injuries	13	17	13
Total Speed-related Fatalities	0	0	0

The data above represents: County ☐ City/Town ☒**Agency Problem/Attempts to Solve Problem:**

The Chino Valley Police Department (CVPD) continues to see motorists traveling at speeds that are not reasonable and prudent. The agency has experienced an increase in collisions involving speed related violations and following too closely. The agency has received an increase in civilian complaints regarding speeding in neighborhoods, on connector roads, on the main highway, and in school zones.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem With Funding:

Overtime funds will enable CVPD to place more traffic patrols on the roadways. The agency will purchase portable speed and traffic alert signs to help monitor and track problem areas in the community. The posting of speed and traffic alert signs will help conduct strategic traffic enforcement details where and when known violations occur by gathering factual data on actual speed and traffic speeds at a specific location or area in the community.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 8% from 48 during calendar year 2016 to 44 by December 31, 2019.

To decrease fatalities in speeding-related crashes 0% from 0 in calendar year 2016 to 0 by December 31, 2019.

To decrease serious injuries in speeding-related crashes 8% from 13 in calendar year 2016 to 12 by December 31, 2019.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 7% from 559 during Calendar Year 2017 to 600 during FFY 2019.

Conduct targeted speed enforcement efforts a minimum of 6 times per month during FFY 2019.

Additional Contract Objectives:

1. Increase the number of occupant restraint (seatbelt & child restraint) citations 35% from 106 in Calendar Year 2017 to 145 during FFY 2019.
2. Participate in 6 multi-agency traffic related enforcement details by partnering with Yavapai County Sheriff's Office and/or Department of Public Safety.
3. Decrease the number of violators in school zones by 50% once signs are in place and activated.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Three (3) Solar-powered Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Chino Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Chino Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Chino Valley Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Three (3) Solar-powered Speed Display Signs

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Monitoring Trailer Systems:**

Speed monitoring trailers are portable, self-contained speed display units. This equipment may be used for enforcement, public information, education, and/or data collection. The Chino Valley Police Department will maintain a written policy covering usage of the Speed Trailer System, which will be available upon request for review by GOHS.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Chino Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Charles Wynn, Chief, Chino Valley Police Department, shall serve as Project Director.

Vincent Schaan, Lieutenant, Chino Valley Police Department, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

GOHS HIGHWAY	SAFETY CONTRACT	2019-PTS-008
Chino Valley Police Department		

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

Chino Valley Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2019-PTS-008
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On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

Chino Valley Police Department	<u>GOHS HIGHWAY</u> <u>SAFETY CONTRACT</u>	2019-PTS-008
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ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,571.00
II.	Employee Related Expenses (ERE) (40%)	\$3,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$12,300.00
	Three (3) Solar-powered Speed Display Signs	
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$24,300.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of \$24,300.00.

Chino Valley Police Department	<u>GOHS HIGHWAY</u> SAFETY CONTRACT	2019-PTS-008
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**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

Chino Valley Police Department	<u>GOHS HIGHWAY</u> <u>SAFETY CONTRACT</u>	2019-PTS-008
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CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

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- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

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XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

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- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

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Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

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Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

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9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Chino Valley Police Department

**GOHS HIGHWAY
SAFETY CONTRACT**

2019-PTS-008

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Charles Wynn, Chief
Chino Valley Police Department

Date

Telephone

***Signature of Authorized Official of
Governmental Unit:***

Cecilia Gritman, Town Manager
Town of Chino Valley

Date

Telephone

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AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | <u>\$24,300.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 09/25/2018

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

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the September 11, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the September 11, 2018 regular meeting minutes.

Attachments

September 11, 2018 minutes

DRAFT

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

**TUESDAY SEPTEMBER 11, 2018
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 11, 2018.

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

Absent: Councilmember Annie Lane; Councilmember Jack Miller

Staff Town Manager Cecilia Gritman; Town Attorney Andrew McGuire (electronically); Finance Director Joe Duffy; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Community Services Director Scott Bruner; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

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

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

He led the Pledge of Allegiance and asked for a moment of silence in remembrance of 9-11.

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

- a)** Proclamation declaring September 2018 as "Suicide Prevention Month," sponsored by the Suicide Prevention Coalition of Yavapai County.

Vice-Mayor Turner read the proclamation. Representatives of the Yavapai County Suicide Prevention Coalition spoke about the coalition's dedication to reducing suicide numbers in Yavapai County.

- b)** Presentation to the Town Council of a check for the Paulden Plunge by Ron Romley with Yavapai Regional Transit.

Ron Romley, Board Chairman of Yavapai Regional Transit, presented a \$1,182 check to the Town from proceeds received from the Paulden Plunge. He acknowledged the organizations that contributed to the program, and reported on donations, expenses, Yavapai Regional Transit ridership, and pool use statistics.

3) **CALL TO THE PUBLIC**

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

John Garden reported on two upcoming events: The Chino Valley Police Foundation's First Luau Dinner fundraiser on September 22, and the Town's next annual National Night Out on October 2.

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 reports by Mayor and Council regarding current events.

Vice-Mayor Turner acknowledged all those whose efforts resulted in a successful Territorial Days celebration and Chino Mud Run. He also clarified that the extra activities at Territorial Days were not funded from the cancelled July 4th fireworks show, but staff had budgeted for them.

- b) Status report by Town Manager Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Gritman acknowledged the Parks and Recreation Department for a job well done on two large, back-to-back events.

- c) Status update regarding public works projects and issues related to Road 2 South, annual chip seal, Road 1 East extension, and ballfield lighting. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury briefed Council on several public works projects:

- *Road 1 East low water crossing improvements:* AP&S completed this project on time and under budget.
- *Road 1 East extension:* Sunland Asphalt was crushing the millings.
- *2018 chip seal project:* Two of the four roadways were double chipped, while the other two were single-chipped.
- *Road 2 South drainage:* Staff was working on a short-term solution by reestablishing a

ditch to protect the road and a long-term solution working with ADOT to prevent the water flows.

- *Community Center ballfield lighting:* The original bids were for field 3; staff was now obtaining prices for field 4 using the same cooperative purchasing contract as for field 3.

- d) Report regarding recent Community Services programs and events. (Scott Bruner, Community Services Director)

Mr. Bruner reported on:

- *Mud Run event:* He acknowledged the Parks and Recreation Advisory Board and volunteers for their efforts, and reported that the event exceeded 300 participants for the first time.
- *Summer Pool Season:* He reported on statistics related to attendance, entrance fees, rentals, programs, and concessions, all of which exceeded the previous years. He also recognized Ron Romley for the Paulden Plunge program.

6) **CONSENT AGENDA**

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

MOVED by Councilmember Mike Best, seconded by Councilmember Cloyce Kelly to accept the consent agenda items.

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

PASSED - Unanimously

- a) Consideration and possible action to approve Financial Report for the twelve months ending June 30, 2018. (Joe Duffy, Finance Director)
- b) Consideration and possible action to approve recommended budget adjustments for the Fiscal Year Ending June 30, 2018. (Joe Duffy, Finance Director)
- c) Consideration and possible action to adopt Resolution No. 18-1131, declaring and adopting the results of the primary election held on August 28, 2018. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to designate the town clerk as the person authorized to approve or deny the following liquor license applications pursuant A.R.S. Title 4: applications for special event licenses (including extension of premises), farm winery festival or fair licenses and craft distillery festival or fair licenses; to designate the town clerk as the person authorized to make recommendations to the Arizona Department of Liquor Licenses and Control regarding applications for control; and, if the town clerk is not available, to designate the police chief and customer service manager, in that order, to exercise such authority. (Jami Lewis, Town Clerk)
- e) Consideration and possible action to accept the August 14, 2018 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

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

8) EXECUTIVE SESSION

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

MOVED by Councilmember Mike Best, seconded by Councilmember Corey Mendoza to go into ex session at 6:47 p.m.

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

PASSED - Unanimously

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding infrastructure improvements. (Cecilia Gritman, Town Manager)

9) ACTION ITEMS RESUMED

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

Mayor Croft reconvened the regular meeting at 7:23 p.m. and reported that no action was taken in executive session.

10) ADJOURNMENT

MOVED by Councilmember Mike Best, seconded by Mayor Darryl Croft to adjourn the meeting at 7:23 p.m.

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

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of September, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of September, 2018.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 09/25/2018
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: 1150 N. State Route 89, Chino Valley

AGENDA ITEM TITLE:

Public Hearing and consideration and possible action to recommend approval of an application from Nathan Haverstock for a new Series 12 (Restaurant) Liquor License for Pasghetti's Pasta Joint, located at 1150 N. State Route 89, Chino Valley.

RECOMMENDED ACTION:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for Pasghetti's Pasta Joint.

SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. The local governing body may also vote to make no recommendation should they prefer that approval or denial be up to the State. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council may recommended that the state liquor board grant or deny the license, or vote to make no recommendation.

Agent Nathan Haverstock, on behalf of applicant Pasghetti's Pasta Joint, LCC ("Pasghetti's"), has applied with the state for a new Series 12 (Restaurant) Liquor License. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

The Police and Planning Departments reviewed the application and recommended approval with no

comments. Staff posted the establishment with the necessary notices to meet the required 20-day period from August 29, 2018 through September 25, 2018. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Pasghetti's Application

Acceptable reasons to protest liquor license type applications

R19-1-702. Determining Whether to Grant a License for a Certain Location



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLC USE ONLY

License #

Date Accepted:

CSR:

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- * ☐ Interim Permit
☒ New License
☐ Person Transfer (series 6, 7 and 9)
☐ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- * ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☒ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe
☐ Other (Explain) _____

AMENDMENT

#28045

Pasghetti's Pasta
joint

SECTION 3 Type of Privilege

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01 (G), (H), (I) & (L)
☐ Add Grower privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): _____

2. LICENSE # _____

SECTION 4 Applicants

1. Agent's Name: _____

2. Individual/Owner Name: PASGHETTISPASTAJOINT LLC
 (Ownership name for type of ownership checked in section 2)

3. Business Name (Doing Business As-DBA): _____

4. Business Location Address: _____
 (Do not use PO Box)

5. Mailing Address: _____
 (All correspondence will be mailed to this address)

6. Business Phone: _____ Daytime Contact Phone: _____

7. Email Address: _____

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☐ No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Department Use Only

Fees: _____
 Application Interim Permit Site Inspection Finger Prints \$ Total of All Fees

18 MAY 24 Ltr. Dept PM 4 22



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLIC USE ONLY

License #	28045
Date Accepted:	8/6/18
CSR:	Jr

Application for Liquor License
 Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
 A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
☐ New License
☐ Person Transfer (series 6, 7 and 9)
☐ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☐ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe
☐ Other (Explain) _____

- SECTION 3 Type of Privilege** ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
 A.R.S. § 4-206.01 (G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
 A.R.S. § 4-207(A) & (B)

1. Type of License (Series of license): Series 12 2. LICENSE # 28045

SECTION 4 Applicants

1. Agent's Name: Haverstock Nathan Teal
Last First Middle
2. Individual/Owner Name: Pasghettis Pasta Joint LLC
(Ownership name for type of ownership checked in section 2)
3. Business Name (Doing Business As-DBA): Pasghettis Pasta Joint
4. Business Location Address: 1150 N. State Route 89 Chino Valley, AZ 86323 Yavapai
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: P.O. Box 1703 Chino Valley AZ 86323
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928-636-2921 Daytime Contact Phone: 928-308-1804
7. Email Address: pasghettis@yahoo.com
8. Is the Business located within the incorporated limits of the above city or town? ☒ Yes ☐ No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____
9. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>\$100.00</u>	-	Department Use Only	<u>\$50.00</u>	<u>\$44.00</u>	<u>\$194.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees	

Type of Application		Acceptable Protest
1	New License	May Protest Person and Location
2	Person Transfer	May Protest "ONLY" Person
3	Location Transfer	May Protest "ONLY" Location
4	Location and Person Transfer	May Protest Person and/or Location

Types of Liquor License Applications and Acceptable Reasons to Protest



**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 09/25/2018

Contact Person: Alex Lerma, Associate Planner
Phone: 928-626-4427 x-1295

Department: Development Services

Item Type: Action-Presentation

**Estimated length
of staff presentation:** 5 minutes

Physical location of item: Located 625 feet south of the southeast corner of West Center Street and South Road 1 West.

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No.18-853, rezoning 6 acres of real property from AR-5 (Agricultural Residential-5 acre minimum) zoning district to SR-1 (Single Family Residential-1 acre minimum) zoning district. The subject property is located on the northwest corner of South Road 1 West and West Road 2 South at 940 South Road 1 West. Applicant: Chad Nanke. (Alex Lerma, Planner)

RECOMMENDED ACTION:

Staff and Planning and Zoning Commission forward to Town Council a recommendation of approval for Ordinance 18-853 to rezone 6 acres of real property from AR-5 (Agricultural Residential-5 acre minimum) zoning district to SR-1 (Single Family Residential-1 acre minimum) zoning district for APN 306-13-006L with the following conditions:

- 1.) ROW dedications sufficient so that the ultimate ROW line on Road 1 West is 50' west of the section line between sections 27 and 28. The ROW dedication on Road 2 South should be sufficient so as to set the ROW line 50' north of the section line between sections 28 and 33.

SITUATION AND ANALYSIS:

See attached Staff Report.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Nanke Ordinance No.18-853

Nanke R1W Site Plan
Nanke R1W Staff Report

ORDINANCE NO. 18-853

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY SIX ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE NORTHWEST CORNER OF SOUTH ROAD 1 WEST AND WEST ROAD 2 SOUTH, AT 940 SOUTH ROAD 1 WEST, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM), ZONING DISTRICT.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map for a ± 6 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum); and

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

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

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

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

Section 1. The recitals above are incorporated as if fully set forth herein.

Section 2. The Official Zoning Map is hereby amended for property consisting of approximately six acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, to rezone it from AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum) zoning district.

Section 3. The Property described in Section 2 above shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance and the following condition:

- A. The property owner dedicating the necessary right-of-way to ensure (i) the right-of-way line on Road 1 West is 50’ west of the section line between sections 27 and 28, and (ii) the right-of-way line for Road 2 South is 50’ north of the section line between sections 28 and 33.

Section 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 25th day of September, 2018 by the following vote:

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 18-853 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on September 25, 2018, 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

EXHIBIT 1
TO
ORDINANCE NO. 18-853

[Legal Description]

See following pages.

PROPERTY DESCRIPTION
6.00 ACRES

All that portion of Section 28, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the Southeast corner of above said Section 28;

Thence North 46°35'43" West 35.54 feet to the TRUE POINT OF BEGINNING marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 12005";

Thence South 88°42'20" West 412.06 feet (basis of bearing) to a point marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 227737";

Thence North 01°42'28" West 328.82 feet to a point marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 27737";

Thence South 89°28'08" West 53.50 feet to a point marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 27737";

Thence North 01°52'13" West 273.97 feet to a point marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 27737";

Thence North 89°28'08" East 464.44 feet to a point; marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 12005";

Thence South 01°53'49" East 597.33 feet to THE TRUE POINT OF BEGINNING.

Containing 6.00 acres more or less.

RESERVING, SUBJECT TO AND TOGETHER WITH A 20.00 foot ROADWAY AND PUBLIC UTILITY EASEMENT located in all that portion of Section 28, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, laying Southerly of, running parallel with, and adjoins the following described line:

COMMENCING at the Southeast corner of above said Section 28;

Thence North 46°35'43" West 35.54 feet to a point marked with a one-half inch rebar with plastic cap stamped "FAMAS RLS 12005";

Thence North 01°53'49" West 597.33 feet (basis of bearing) to THE TRUE POINT OF BEGINNING.

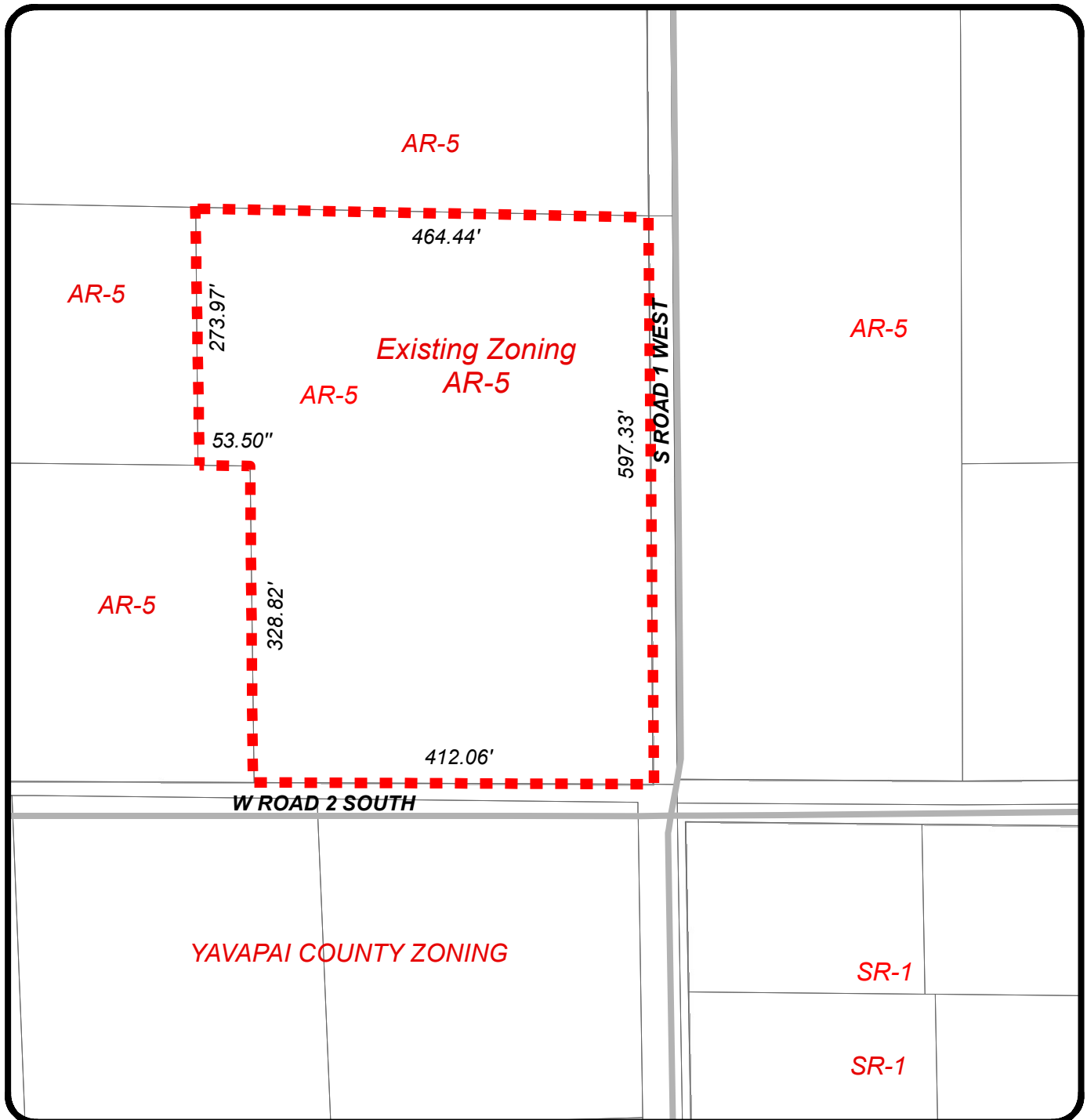
Thence South 89°28'08" West 464.44 feet to THE END OF THIS EASEMENT.

EXHIBIT 2
TO
ORDINANCE NO. 18-853

[Zoning Exhibit]

See following pages.

Zoning Exhibit A



Z18-000014: Nanke

■ ■ ■ Subject Property

Applicant: Chad Nanke

Request: Rezone 6 acres from AR-5 zoning district to SR-1 zoning district.

Location: 940 South Road 1 West, Chino Valley, AZ. 86323



Not to Scale



Property Description

APN:	306-31-006L
Site Address:	940 South Road 1 West
Lot Size:	6 Acres (approx. 261,360 sq. ft.)
Existing Zoning:	AR-5 (Agricultural/Residential- 5 Acre Minimum)
Proposed Zoning:	SR-1 (Single Family Residential- 1 Acre Minimum)
General Plan Designation:	Medium Density Residential (2 ac or less)
Existing Land Use:	Vacant

Not to scale





TOWN COUNCIL STAFF REPORT

APPLICATION SUMMARY

File Number: Z18-000014

Assessor's Parcel Number: 306-31-006L

Site Location: Located on the northwest corner of South Road 1 West and West Road 2 South at 940 South Road 1 West.

Property Owners: David Kool

Applicants: Chad Nanke

Request: Request to rezone approximately 6 acres from AR-5 (Agricultural Residential–5 Acre Minimum) zoning district to SR-1 (Single Family Residential–1 Acre Minimum) zoning district.

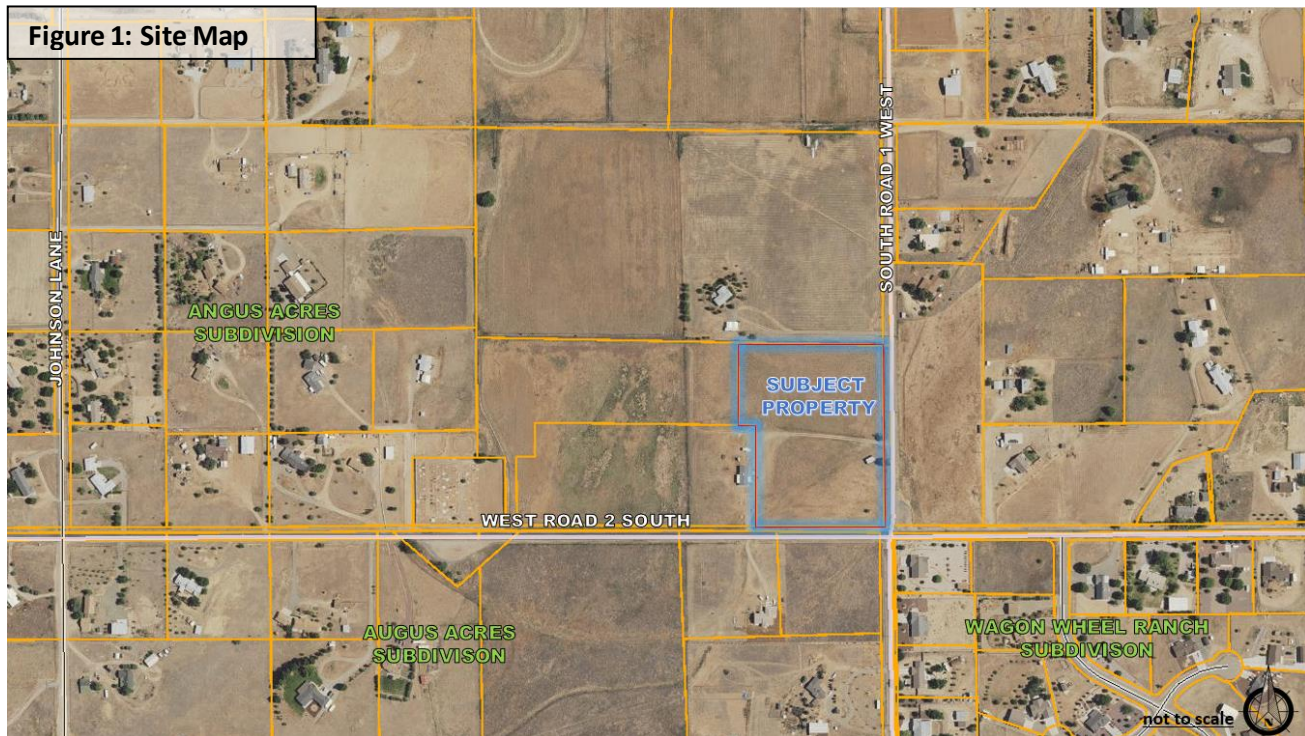
SITE DATA

Existing Zoning	AR-5 (Agricultural Residential-5 Acre Minimum)
Lot Size	6 acres (approx. 261,360 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less)
Existing Land Use	Vacant

BACKGROUND

SITE DESCRIPTION

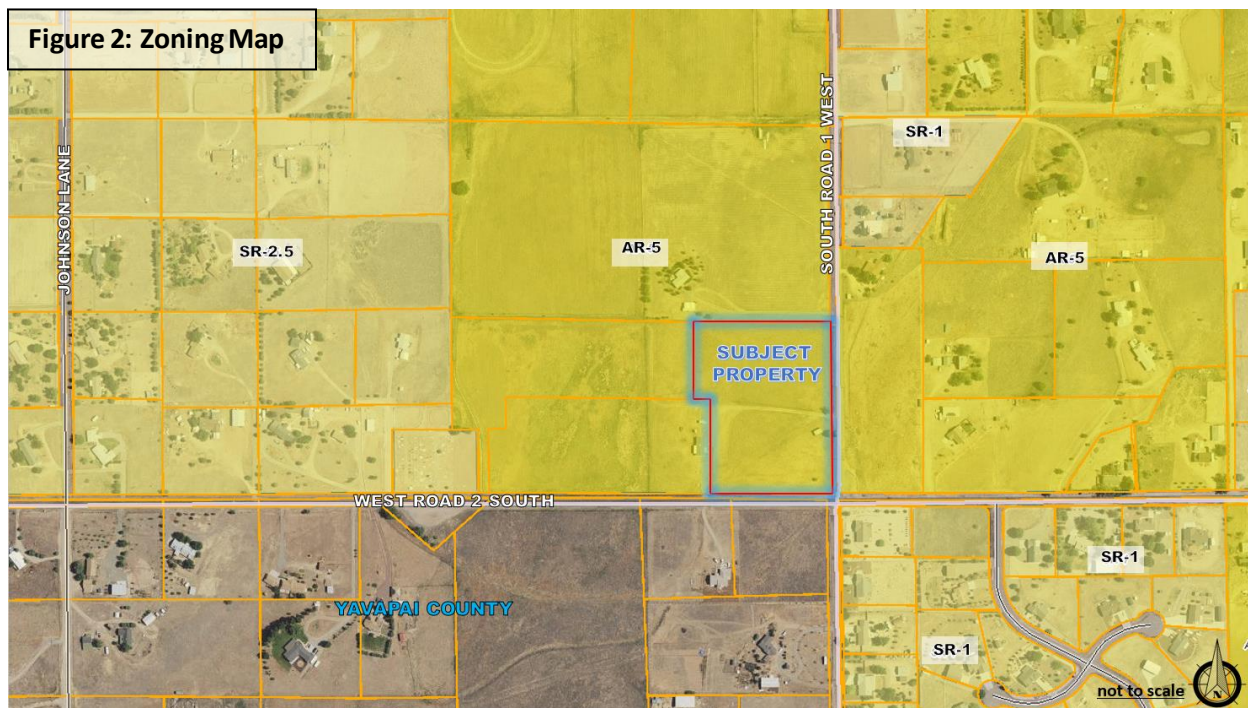
The subject property is located on the northwest corner of South Road 1 West and West Road 2 South at 940 South Road 1 West. The property is accessed by South Road 1 West. The site has a zoning classification of AR-5 (Agricultural Residential-5 Acre Minimum) under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Medium Density Residential (2 acres or less) under the Town of Chino Valley General Plan Potential Land Use Map. The property is currently vacant with one accessory structure. **See Figure 1.**



SURROUNDING PROPERTIES ZONING AND LAND USES

The area is predominantly low/medium density single family residential. The properties directly north are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) with single family residential homes and agricultural land. To the east, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum), southeast of the subject property, lot are zoned SR-1 (Single Family Residential- 1 Acre Minimum) with low density single family residential properties and Wagon Wheel Ranch. Directly south, properties are within Yavapai County. To the west property is zoned AR-5 (Agricultural Residential- 5 Acre Minimum), further west properties are zoned SR-2.5 (Single Family Residential- 2.5 Acre Minimum). **See Figure 2**

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	AR-5	Medium Density Residential (2 ac or less)	Single Family Residence, Agricultural Land
East	AR-5, SR-1	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant, Wagon Wheel Ranch Subdivision
South	County Zoning	Medium Density Residential (2 ac or less)	Single Family Residence, Vacant
West	AR-5, SR-2.5	Medium Density Residential (2 ac or less)	Single Family Residence



PROJECT DESCRIPTION

The applicant has request to rezone approximately 6 acres from AR-5 (Agricultural Residential—5 Acre Minimum) zoning district to SR-1 (Single Family Residential—1 Acre Minimum) zoning district.

CITIZENS REVIEW & PUBLIC HEARING PROCESS

Town Staff notified property owners within a 300' radius, resulting in eleven (11) notices for the neighborhood meeting and public hearings. Property owners received information regarding the applicant request for a zone change. To date, Staff has not received and request for this application.

The neighborhood meeting was held on August 20, 2018 at Town Hall. There were no attendees at said meeting.

The item went before the Planning and Zoning Commission on September 4, 2018. The Commission received a brief overview of the project with a summary of the citizens review process. The Commissioners had questions regarding the water and sewer lines and if they were near the property. The Public Works Director explained that the closest sewer was at the Mountain View Mobile Home Park on Road 1 West and no water was in the surrounding area. He further stated that wells would be allowed on one acre lots if approved by ADWR (Arizona Department of Water Resource).

The Commission also inquired about the property to the west with a recently installed manu factured home was within the setback requirements. Staff confirmed that the manufactured home was 26' feet from the side property line, the AR-5 development standard require a 20' set-back from the side property line.

The Planning and Zoning Commission forwarded a recommendation of approval to Town Council for a request to rezone the subject property from AR-5 to SR-1.

Passed- Unanimously

STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The proposed zoning of (SR-1) Single Family Residential- 1 Acre Minimum will continue to be in conformance with the Medium Density Residential (2 acres or less) land use designation. The Medium Density Residential Land Use designation will continue to focus on the Land Use Goal and Strategies by protecting existing residences in low/medium density area as new development comes in.

ZONING

The properties directly adjacent to the subject property are large lots with the AR-5 zoning classification, which is intended to promote and preserve low-density single-family residential and agricultural development. Development patterns in the general surrounding area show that properties that were once low-density single-family residential and agricultural have transitioned into medium-density single-family residential properties either through a land division process or through a plotting subdivision process, this including the properties located northeast and southeast of the subject property. Although not incorporated to the Town, residential properties to the south are also considered medium density single family residential development. The applicant's request for a SR-1 zone change will only have an impact on the density transitioning from low to medium. An evaluation of the general area also shows some legal non-conforming lot with AR-5 zoning district but gross acreage lower than five (5) acres.

PUBLIC WORKS COMMENTS

Public Works Director mentioned that rezoning with the intent to develop in smaller lots leads to a few issues similar to subdividing. Section 5.3.2 of the UDO sets the preferred ROW widths for streets. Roads 1 West and 2 South are arterial streets with a preferred ROW width of 100' (50' per side of centerline or section line). The current property lines are not parallel to the section lines. The approximate width of additional ROW needed is 25' along Road 1 West and 30' along Road 2 South, give or take.

Public Works Director further commented that in addition to ROW requirements, drainage is a concern. In order for development of lots one acre or smaller to not affect surrounding properties, the Public Works Director recommends the retention of storm runoff above historic rates.

STAFF & PLANNING AND ZONING COMMISSION RECOMMENDATION

Staff and Planning and Zoning Commission forward a recommendation of approval to Town Council for Ordinance 18-853 to rezone 6 acres of real property from AR-5 (Agricultural Residential- 5 acre minimum) to SR-1 (Single Family Residential- 1 acre minimum) for APN 306-13-006L with the following conditions:

1. ROW dedications sufficient so that the ultimate ROW line on Road 1 West is 50' west of the section line between sections 27 and 28. The ROW dedication on Road 2 South should be sufficient so as to set the ROW line 50' north of the section line between sections 28 and 33.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 09/25/2018
Contact Person: John Coomer, Economic Development/Project 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 authorizing staff to contract with Sage Consulting for research and development of possible funding sources that could provide public and/or private grant funds, matching funds, and other funding to pay for needs throughout Chino Valley, including the needs for Old Home Manor, in an amount not to exceed \$6,000.

RECOMMENDED ACTION:

Authorize staff to contract with Sage Consulting for research and development of possible funding sources that could provide public and/or private grant funds, matching funds, and other funding to pay for needs throughout Chino Valley, including the needs for Old Home Manor, in an amount not to exceed \$6,000.

SITUATION AND ANALYSIS:

Initial estimates provided by the EPS Group show development costs to complete the 200 acre industrial/business park at Old Home Manor (OHM) to be in excess of \$23 Million. The OHM Master Plan is divided into four phases, and direction from the Economic Development Subcommittee is to adjust the plan and phases to expedite development by determining necessities that will allow the most efficient and least costly plan to attract initial businesses. To date, staff has met with a private investment group and with Sage Consulting. The Town will need utilize a combination of funding strategies. Sage Consulting will meet with key staff members, research and develop a document that will outline potential funding sources that match the needs of Chino Valley. The document will provide background information on the source, what funding is available for, an estimated time that she projects for her to research and write the application, and other details for each opportunity. This allows the Town to prioritize needs, choose to apply or not, and either contract with Sage or a different grant writer to prepare and submit, or to apply using internal resources.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5470
Available: 6000.00

Funding Source:

Funds are budgeted in the Capital Improvement Fund - Old Home Manor Master Plan line item.

Attachments

No file(s) attached.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 09/25/2018
Contact Person: Cecilia Grittmann, Town Manager
Department: Town Manager
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 sign the joint letter of opposition for Proposition 127 relating to Renewable Energy Production.

RECOMMENDED ACTION:

Sign the joint letter of opposition for Proposition 127 relating to Renewable Energy Production.

SITUATION AND ANALYSIS:

Proposition 127, which is proposed for the November 2018 ballot, amends the State Constitution regarding electricity providers.

This amendment would replace the existing plan for increasing renewable energy. The ballot language, as written, contains language that the Council may consider to be restrictive and may produce unintended consequences.

* A "YES" vote will replace Arizona's current plan for transitioning nongovernmental electric utilities to renewable energy with a constitutional mandate that, irrespective of cost to consumers, 50% of the retail energy sales of these utilities comes from"

Although the Council may support alternative energy resources and committing resources to them, the language contained in the ballot is considered to be too open. The joint letter offers the Council to take a position that may be considered responsible by the community. Although the Council may believe in renewable energy and the commitment of resources to renewable energy, the ballot measure is written in a way that does not protect consumer cost.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Prop 127

Letter of Opposition

PROPOSITION 127 – SAMPLE BALLOT/BALLOT FORMAT

PROPOSITION 127

PROPOSED AMENDMENT TO THE CONSTITUTION BY THE INITIATIVE RELATING TO RENEWABLE ENERGY PRODUCTION

OFFICIAL TITLE

AMENDING ARTICLE XV OF THE CONSTITUTION OF ARIZONA TO REQUIRE ELECTRICITY PROVIDERS TO GENERATE AT LEAST 50% OF THEIR ANNUAL SALES OF ELECTRICITY FROM RENEWABLE ENERGY SOURCES

DESCRIPTIVE TITLE

THE CONSTITUTIONAL AMENDMENT WOULD REPLACE ARIZONA'S CURRENT PLAN FOR INCREASING RENEWABLE ENERGY USE BY IMPOSING A NEW MANDATE REQUIRING NONGOVERNMENTAL ELECTRIC UTILITIES TO INCREASE THE PORTION OF THEIR RETAIL ENERGY SALES GENERATED FROM CERTAIN TYPES OF RENEWABLE ENERGY RESOURCES TO 50% BY 2030.

A "YES" vote will replace Arizona's current plan for transitioning nongovernmental electric utilities to renewable energy with a constitutional mandate that, irrespective of cost to consumers, 50% of the retail energy sales of these utilities come from certain types of renewable energy by 2030 (neither pre-1997 hydropower nor any nuclear generation counts for this percentage); the current plan increases use of the same types of renewable energy from 8% this year to 15% in 2025. A "YES" vote also will mandate that these utilities increase their use of distributed renewable energy (energy locally generated and distributed from customers' premises) to 10% by 2030; will require the new mandates be met by obtaining renewable energy credits, which may be created through renewable energy production or purchased from others who own existing renewable energy credits; and will require the Arizona Corporation Commission to enact implementing regulations.	YES <input style="width: 40px; height: 25px;" type="checkbox"/>
A "NO" vote will preserve the existing rules that govern the required annual percentage of retail sales of renewable energy by nongovernmental electric utilities.	NO <input style="width: 40px; height: 25px;" type="checkbox"/>



Mayor's Office

Mayor Darryl Croft

202 North State Route 89

Chino Valley, AZ 86323

(928) 379-3938

Fax (928) 636-2144

www.chinoaz.net

September 25, 2018

RE: Proposition 127

To whom it may concern,

The Chino Valley Town Council strongly opposes Proposition 127 which will be on the ballot for Arizona voters to decide in the upcoming November election. If this Proposition passes, the result will be amending Article XV of the Arizona Constitution and the current Arizona plan for increasing renewable energy will be replaced. This Constitutional Mandate, if passed, will require 50% of retail energy sales of nongovernmental electric utilities come from certain types of renewable energy by 2030.

Stated within Proposition 127 is the language “. . .irrespective of cost to consumers. . .” The Chino Valley Town Council finds this statement very concerning for the citizens of Arizona and certainly those of Chino Valley. The multitude of costs and expenses incurred by compliance if this Proposition is passed will be passed along to consumers, meaning dramatically higher electric costs. Arizona families and others on fixed incomes cannot bear more expenses in their budgets. The very statement “irrespective of costs to the consumer” denotes a lack of responsibility with ratepayer funds. Without better specificity or caps on the risk to our citizens and other consumers (the Town itself), we don't feel the Council can responsibly support this proposition.

It is our opinion that the residents of the State of Arizona will be impacted with devastating immediate and long-term consequences if this Proposition passes. This letter reflects the sentiment of ____ out of 7 Council Members, voted on in our 9/25/2018 Town Council Meeting.

Sincerely,

Darryl Croft
Mayor, Town of Chino Valley



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.e.

Meeting Date: 09/25/2018
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the bid and Cooperative Purchasing Agreement with A-Team Electrical Services, Inc., in the amount of \$286,632.59, to install lights on the ball field located at the southeast corner of the Recreation Center Complex.

RECOMMENDED ACTION:

Approve the bid and Cooperative Purchasing Agreement with A-Team Electrical Services, Inc. in the amount of \$286,632.59 to install new ball field lights at the Recreation Center Complex.

SITUATION AND ANALYSIS:

When the fields were constructed at the Recreational Center Complex lights were not installed on two of the fields. However, the Town did run conduit and installed other electrical components for the future lighting of both fields.

A-Team Electrical Services, working with Musco Lighting (the company that installed the lights on the first two fields) met with staff and developed a lighting plan to light the south east corner field. Please review the attached lighting plan. The two poles A1 and B1 are designed to accommodate the future lights in of the field on the southwest corner.

Musco Lighting prepared a cost estimate on the time period required to recoup the additional cost of installing LED lights versus Halide lights. Staff reviewed the information and determined the length of time for the payback to be cost effective does not justify the additional expense and is recommending the Halide lights, which will match our existing lights.

Fiscal Impact

Fiscal Impact?: 286,632.50
If Yes, Budget Code: 05-90-5534

Available: 300,000.00

Funding Source:

This project is included in the fiscal year 2018/2019 budget.

Attachments

CPA - A-Team Electrical -Rec Center Ballfield Lights

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 14, 2018, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and A-Team Electrical Services, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”) entered into Contract No. 2017-181.16, dated April 19, 2017 (the “Prescott Contract”), for the Contractor to provide various facility and building maintenance services. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with the installation of ball field lights at the recreation center complex, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 18, 2019, unless terminated as otherwise provided in this Agreement or the Prescott Contract.

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

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

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$286,632.59 for Materials and Services at the unit rates set forth in the Prescott Contract and as more particularly set forth in the Proposal.

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

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

7. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 8 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to

comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

13. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any Town-approved Work Orders, the Prescott Contract and invoices, the documents shall govern in the order listed herein.

14. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the

“City” (as defined in the Prescott Contract) for the purposes of the portions of the Prescott Contract that are incorporated herein by reference.

15. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor’s work or services in the performance of this Agreement.

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

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	A-Team Electrical Services, Inc. P.O. Box 432 Chino Valley, Arizona 86323 Attn: Steve Myers

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

A-TEAM ELECTRICAL SERVICES, INC.,
an Arizona corporation

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.

[Prescott Contract]

See following pages.



Fleet and Facilities Services Department
432 N. Virginia
Prescott, AZ 86301

July 10, 2018

Steve Meyers
A-Team
1993 E. Gavin Court
Chino Valley, AZ 86323

Re: 17181.16 Contract Extension

Dear Mr. Meyers:

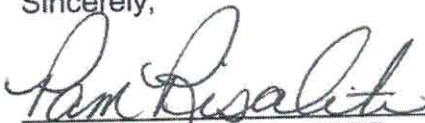
The referenced contract was awarded to your company for the purpose of providing electrical services for the City of Prescott. The initial term of the contract was for one year with a renewal provision that allows for up to a four (4) year extension by mutual consent of the parties.

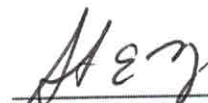
The City is very satisfied with your company's performance under the contract and would like to execute a four-year extension to the contract under the same terms and conditions as contained within the original contract. The new expiration date will be June 30, 2022.

Please sign and date in the space provided below agreeing to the extension, keep a copy for your files and return the original to me at the above address.

Thank you for your services under this contract, and I look forward to our continued partnership.

Sincerely,


Pam Risaliti C.P.M., CPPB
Contract Specialist

 7-11-18
Steve Myers Date
Project Manager



GENERAL SERVICES CONTRACT

2017-181.16
ATEAM Electric

THIS AGREEMENT, made and entered into this 19th day of April, 2017, by and between ATEAM Electric of the City of Prescott, County of Yavapai, State of Arizona, herein after designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: IFB# 2017-181 Various Facility and Building Maintenance Services, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Facilities Manager, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Contract Specialist or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of February 14, 2017, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The initial term of the contract shall be for a period of one year. The contract may be extended for additional four years up to a total of five years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent with justification of an increase.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, an annual estimated amount of Twenty Thousand dollars and no cents (\$ 20,000.00) plus any approved contract amendments, for the full and satisfactory

completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V - CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate

account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X- OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – BONDS (if applicable)

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XII – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of

litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Pam Risaliti, C.P.M, CPPB
Contract Specialist
City of Prescott
432 N. Virginia
Prescott, AZ 86301

- D. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- G. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any

other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- I. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- J. **INSURANCE:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect

at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Contract Specialist at pam.risaliti@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Insurance Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

K. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

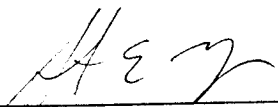
- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is

exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

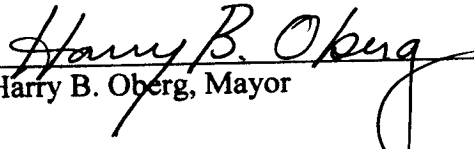
Witness, if Contractor is an Individual


ATEAM Electric

By: STEVE MYERS

Title: PROJECT MANAGER

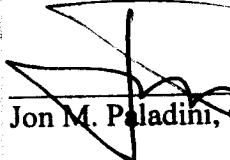
City of Prescott, a municipal corporation


Harry B. Oberg, Mayor

Attest:


Dana R. DeLong, City Clerk

Approved as to Form:


Jon M. Paladini, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3068	CONTACT NAME: CopperPoint Insurance Companies PHONE (A/C, No, Ext): 802.631.2300 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: CopperPoint Mutual Insurance Company NAIC # 14216 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES **CERTIFICATE NUMBER: 238**
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	X 1006676	10/01/2016	10/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: IFB#2017-181 Location: Various AZ Locations
 5190-ELECTRICAL WIRING-WITHIN BUILDINGS, 8810-CLERICAL OFFICE EMPLOYEES-N.O.C., 5040-IRON/STEEL
 ERECT-RADIO/TV/TANK/CHIM

CERTIFICATE HOLDER
CANCELLATION

City of Prescott 201 S Cortez Prescott AZ 86303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/20/2017																		
PRODUCER Fasula-Kaplan Agency 11022 N. 28th Drive Ste. 125 Phoenix, AZ 85029 602-564-0880		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED A TEAM ELECTRIC SERVICE, INC. P.O. BOX 432 CHINO VALLEY, AZ 86323-0432		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">INSURERS AFFORDING COVERAGE</td> <td>NAIC#</td> </tr> <tr> <td>INSURER A:</td> <td>SCOTTSDALE INDEMNITY CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>MUTUAL OF ENUMCLAW</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC#	INSURER A:	SCOTTSDALE INDEMNITY CO		INSURER B:	MUTUAL OF ENUMCLAW		INSURER C:			INSURER D:			INSURER E:		
INSURERS AFFORDING COVERAGE		NAIC#																		
INSURER A:	SCOTTSDALE INDEMNITY CO																			
INSURER B:	MUTUAL OF ENUMCLAW																			
INSURER C:																				
INSURER D:																				
INSURER E:																				

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	PROD. PRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	CPI0055491	10/31/16	08/10/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				BAP0004596
		GARAGE LIABILITY ☐ ANY AUTO				
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC/STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ELECTICAL CONTRACTOR.
 THE CITY OF PRESCOTT SHALL BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY, OR ON BEHALF OF THE CONTRACTOR.
 CERTIFICATE HOLDER IS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF PRESCOTT
201 S. CORTEZ
PRESCOTT, AZ 86303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ron Fasula

COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CONTRACT TRACKING SHEET

85 of 104

CITY OF PRESCOTT
Everybody's Hometown

CONTRACT NO: 2017-181.1 to 2017.181.26

For Contract Review –

1st Step: City Clerk will assign a contract number (if Council action is required, get number first and include in Council Agenda Memo)

2nd Step: Route Contract and applicable documents through Legal Department

***** Certificate of Liability/Insurance MUST be attached. Please include the expiration date.**

PROCESS NOTE: The Legal Department MUST review all IGAs, Easements, Lease Property Acquisition and Development Agreements as well as all Contracts. Must be reviewed and signed off by both Risk Manager & Legal Department prior to any action taken.

Please fill out this form completely or it will be returned to you prior to review, approval, or scanning in OnBase. If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Type (check one):

☐ Contract

☐ Change Order/Modification (How many change orders are connected to this contract? _____)

ORIGINAL CONTRACT NO: _____ **for this change order**

☐ Amendment (How many amendments are connected to this contract? _____)

ORIGINAL CONTRACT NO: _____ **for this amendment**

☐ IGA

☐ Lease/Property Acquisition

☒ General Services

☐ Development Agreement

☐ Professional Services

☐ License Agreement

Other: please specify: _____

☐ Construction

☐ Easement

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:

Recreation Services
Pam Risaliti Ext. 1659

Contractor or Vendor Name, Address, Tel. No.:

Various Facility Services contracts per IFB# 2017-181

Project Name

Facility Services

Ord/Res No: _____ if applicable

Brief Summary of the Services to be provided:

Plumbing, electrical, painting, drywall, pest control, etc...

Terms:

Start: 02/14/17 Expire: 02/13/18

Contract Amount: \$ 20,000.00

Does contract require Council approval? ☒ Yes ☐ No

Scheduled Council Date: 02/14/17

Does document need to be recorded ☐ Yes ☐ No

ADDITIONAL COMMENTS/INSTRUCTIONS? _____

INSURANCE & BONDS

None Required ☐

Insurance Certificate:

☒ Attached

_____ Initial

Date: _____ Exp. Date _____

Bid Bond:

☐ Attached

_____ Initial

Date: _____

Performance Bond:

☐ Attached

_____ Initial

Date: _____

Payment Bond:

☐ Attached

_____ Initial

Date: _____

FINAL REVIEW AND APPROVAL: Please initial

☐ Legal: _____

Date: _____

Contracts/Procured Services

☐ Risk Mgmt: _____

Date: _____

Contracts and Certificates

☐ City Manager: _____

Date: _____

when required

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
A-TEAM ELECTRICAL SERVICES, INC.

[Proposal]

See following pages.

ATTN

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
		PRICING TO INCLUDE:		
1	1	Supply and install 6 new poles per Musco specifications. Included unloading of equipment.		
2	1	Pull new conductor from control link to each pole		
3	1	Install new control link cabinet and breaker panel in storage room in building		
4	1	Work with Musco for control link and light level reading once poles are completed		
5	1	Trench from existing j-box locations to new poles		
6	1	Work areas will be kept clean of trash and debris. Jobsite will be left as close to existing as possible upon completion.		
7	1			
8	1			
9	1			
10	1			
		NOTES/EXCLUSIONS:		
		A-TEAM to provide labor, supervision, equipment and hardware for a complete job		
		This Bid includes no contingency for delays/shutdowns associated with inclement weather		
		Excludes:		
		Private Blue stake. 811 will be called		
		Permits, special inspections		
		Water line repairs if needed		
		Hard digging. Additional charges may apply if special equipment is needed to auger pole holes.		
		LED PRICE		\$316,790.89
		METAL HALIDE PRICE		\$286,632.59
		SEE MUSCO ESTIMATED COST SAVING OVER A 25 YEAR PERIOD		
		CONTRACT NOTES:		
A		FINANCE CHARGES WILL BE APPLIED TO ANY INVOICE THAT IS 30 DAYS PAST THE INVOICE DATE.		
B		FINANCE CHARGES WILL BE BILLED AT 1.5% OF THE INVOICE AMOUNT AND APPLIED ON A MONTHLY BASIS.		
C		ALL WORK TO BE COMPLETED IN A QUALITY AND PROFESSIONAL LIKE MANNER.		
D		PAYMENTS TO BE MADE IN FULL WHEN THE WORK IS COMPLETE.		
E		RETENTION WILL NOT BE WITHHELD ON THIS CONTRACT.		
F		ANY ALTERATIONS OR DEVIATIONS FROM THE ABOVE SCOPE OF WORK, NOT FOR CONSTRUCTION DRAWINGS INVOLVING EXTRA COST OF MATERIAL AND LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS. THIS WILL BECOME AN EXTRA CHARGE OVER THE SUM MENTIONED IN THIS CONTRACT. ALL AGREEMENTS MUST BE IN WRITING.		
G		SEVERABILITY. IN THE EVENT OF ANY LAWSUIT OR OTHER PROCEEDINGS TO ENFORCE EITHER PARTY'S RIGHTS IN CONNECTION WITH THIS CONTRACT, THE CONTRACTEE WILL BE RESPONSIBLE FOR ALL LEGAL COSTS. AN ITEMIZED BILL SHOWING SERVICES RENDERED AND TIME SPENT, WHEN BILLED AT THE ATTORNEY'S USUAL HOUR RATE, SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF REASONABLE ATTORNEY'S FEES.		
		*** OUR PRIME CONCERN ON PROJECTS SUCH AS THIS ARE WORKERS SAFETY		

Chino Valley Baseball

Chino Valley, AZ

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	70'	15'	1	TLC-BT-575	0.58 kW	B
		15'	1	TLC-BT-575	0.58 kW	A
		70'	5	TLC-LED-1150	5.75 kW	B
		70'	3	TLC-LED-1150	3.45 kW	A
A2	60'	15'	1	TLC-BT-575	0.58 kW	A
		60'	3	TLC-LED-1150	3.45 kW	A
A3	70'	15'	1	TLC-BT-575	0.58 kW	B
		70'	5	TLC-LED-1150	5.75 kW	B
B1	80'	15'	1	TLC-BT-575	0.58 kW	B
		15'	1	TLC-BT-575	0.58 kW	A
		80'	7	TLC-LED-1150	8.05 kW	B
		80'	6	TLC-LED-1150	6.90 kW	A
B2	70'	15'	1	TLC-BT-575	0.58 kW	A
		70'	6	TLC-LED-1150	6.90 kW	A
B3	80'	15'	1	TLC-BT-575	0.58 kW	B
		80'	7	TLC-LED-1150	8.05 kW	B
		80'	6	TLC-LED-1150	6.90 kW	B
C1-C2	60'	15'	2	TLC-BT-575	1.15 kW	A
		60'	6	TLC-LED-1150	6.90 kW	A
C3-C4	70'	15'	2	TLC-BT-575	1.15 kW	B
		70'	6	TLC-LED-1150	6.90 kW	B
10			82		85.10 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball	39.1 kW	38
B	Baseball	46.0 kW	44

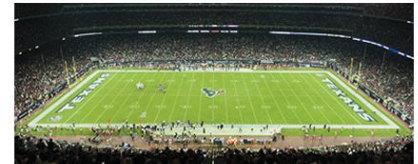
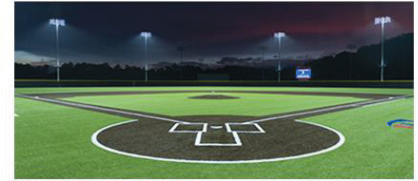
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>63,500	>63,500	>63,500	66
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>63,500	>63,500	>63,500	16

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Baseball (Infield)	Horizontal Illuminance	51.3	42	61	1.47	1.22	B	44
Baseball (Outfield)	Horizontal Illuminance	32	21	46	2.18	1.52	B	44
MultiPurpose	Horizontal	33.7	14	60	4.34	2.41	A	38
Property Line	Horizontal	0.02	0	0.11	650035.90		A,B	82
Property Line	Max Candela (by Fixture)	1030	1.82	5710	3132.51	565.74	A,B	82
Property Line	Max Vertical Illuminance Metric	0.04	0	0.21	26763.52		A,B	82
Softball (Infield)	Horizontal Illuminance	50.4	35	61	1.73	1.44	A	38
Softball (Outfield)	Horizontal Illuminance	32.1	22	50	2.26	1.46	A	38

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From Hometown to Professional



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PROJECT SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1150	5/3*	3	5
1	A2	60'	-	15'	TLC-BT-575	1	1	0
				60'	TLC-LED-1150	3	3	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1
				80'	TLC-LED-1150	7/6*	6	7
1	B2	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	6	6	0
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0
				60'	TLC-LED-1150	6	6	0
6	TOTALS					52	38	14

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: **Softball**
 Size: 200'/200'/200' - basepath 60'
 Spacing: 20.0' x 20.0'
 Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.43	32.09
Maximum:	61	50
Minimum:	35	22
Avg / Min:	1.43	1.45
Guaranteed Max / Min:	2	2.5
Max / Min:	1.73	2.26
UG (adjacent pts):	1.24	1.46
CU:	0.36	
No. of Points:	25	73

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
 Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 38
 Total Load: 39.1 kW

Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm$ 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1150	5/3*	3	5
1	A2	60'	-	15'	TLC-BT-575	1	1	0
				60'	TLC-LED-1150	3	3	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1
				80'	TLC-LED-1150	7/6*	6	7
1	B2	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	6	6	0
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0
				60'	TLC-LED-1150	6	6	0
6	TOTALS					52	38	14

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⚬ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: MultiPurpose
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 33.67

Maximum: 60

Minimum: 14

Avg / Min: 2.42

Max / Min: 4.34

UG (adjacent pts): 1.66

CU: 0.71

No. of Points: 210

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 52,000 lumens

No. of Luminaires: 38

Total Load: 39.1 kW

Luminaire Type	Lumen Maintenance		
	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



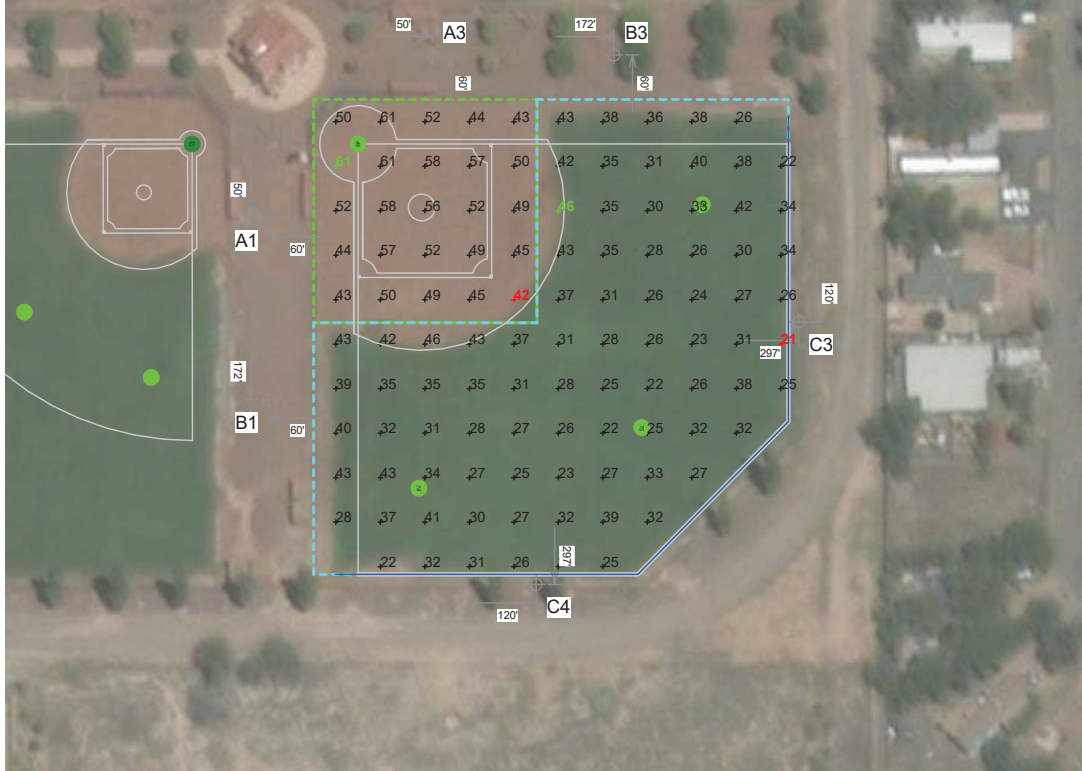
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	1	1
				70'	TLC-LED-1150	5/3*	5	3
1	A3	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	5	5	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	1	1
				80'	TLC-LED-1150	7/6*	7	6
1	B3	80'	-	15'	TLC-BT-575	1	1	0
				80'	TLC-LED-1150	7	7	0
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
6	TOTALS					55	44	11

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: Baseball
Size: Irregular 290' / 338' / 290'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.25	31.95
Maximum:	61	46
Minimum:	42	21
Avg / Min:	1.23	1.52
Guaranteed Max / Min:	2	2.5
Max / Min:	1.47	2.18
UG (adjacent pts):	1.28	1.74
CU:	0.76	
No. of Points:	25	84

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 44
Total Load: 46.0 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm$ 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	2	0
				70'	TLC-LED-1150	5/3*	8	0
1	A2	60'	-	15'	TLC-BT-575	1	1	0
				60'	TLC-LED-1150	3	3	0
1	A3	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	5	5	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	2	0
				80'	TLC-LED-1150	7/6*	13	0
1	B2	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	6	6	0
1	B3	80'	-	15'	TLC-BT-575	1	1	0
				80'	TLC-LED-1150	7	7	0
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0
				60'	TLC-LED-1150	6	6	0
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
10	TOTALS					82	82	0

* This structure utilizes a back-to-back mounting configuration



Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: Property Line
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 0.0213

Maximum: 0.11

Minimum: 0.00

No. of Points: 31

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 52,000 lumens

No. of Luminaires: 82

Total Load: 85.1 kW

Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
1	A1	70'	-	15'	TLC-BT-575	1/1*	2	0	
				70'	TLC-LED-1150	5/3*	8	0	
1	A2	60'	-	15'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1150	3	3	0	
1	A3	70'	-	15'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1150	5	5	0	
1	B1	80'	-	15'	TLC-BT-575	1/1*	2	0	
				80'	TLC-LED-1150	7/6*	13	0	
1	B2	70'	-	15'	TLC-BT-575	1	1	0	
				70'	TLC-LED-1150	6	6	0	
1	B3	80'	-	15'	TLC-BT-575	1	1	0	
				80'	TLC-LED-1150	7	7	0	
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1150	6	6	0	
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0	
				70'	TLC-LED-1150	6	6	0	
10	TOTALS						82	82	0

* This structure utilizes a back-to-back mounting configuration



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: Property Line
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED MAX VERTICAL FOOTCANDLES

Entire Grid
Scan Average: 0.0382
Maximum: 0.21
Minimum: 0.00
No. of Points: 31

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 82
Total Load: 85.1 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A1	70'	-	15'	TLC-BT-575	1/1*	2	0
				70'	TLC-LED-1150	5/3*	8	0
1	A2	60'	-	15'	TLC-BT-575	1	1	0
				60'	TLC-LED-1150	3	3	0
1	A3	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	5	5	0
1	B1	80'	-	15'	TLC-BT-575	1/1*	2	0
				80'	TLC-LED-1150	7/6*	13	0
1	B2	70'	-	15'	TLC-BT-575	1	1	0
				70'	TLC-LED-1150	6	6	0
1	B3	80'	-	15'	TLC-BT-575	1	1	0
				80'	TLC-LED-1150	7	7	0
2	C1-C2	60'	-	15'	TLC-BT-575	2	2	0
				60'	TLC-LED-1150	6	6	0
2	C3-C4	70'	-	15'	TLC-BT-575	2	2	0
				70'	TLC-LED-1150	6	6	0
10	TOTALS					82	82	0

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 200
0' 200' 400'

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

GRID SUMMARY

Name: Property Line
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED CANDELA (PER FIXTURE)

Entire Grid

Scan Average: 1029,6445

Maximum: 5709.54

Minimum: 1.82

No. of Points: 31

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 52,000 lumens

No. of Luminaires: 82

Total Load: 85.1 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>63,500	>63,500	>63,500
TLC-BT-575	>63,500	>63,500	>63,500

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY



SCALE IN FEET 1 : 200



Pole location(s) ⓧ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: B.Taylor • File #186833A • 17-May-18

Chino Valley Baseball

Chino Valley, AZ

EQUIPMENT LAYOUT

INCLUDES:

- Baseball
- Softball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
1	A1	70'	-	15'	TLC-BT-575	1/1*
				70'	TLC-LED-1150	5/3*
1	A2	60'	-	15'	TLC-BT-575	1
				60'	TLC-LED-1150	3
1	A3	70'	-	15'	TLC-BT-575	1
				70'	TLC-LED-1150	5
1	B1	80'	-	15'	TLC-BT-575	1/1*
				80'	TLC-LED-1150	7/6*
1	B2	70'	-	15'	TLC-BT-575	1
				70'	TLC-LED-1150	6
1	B3	80'	-	15'	TLC-BT-575	1
				80'	TLC-LED-1150	7
2	C1-C2	60'	-	15'	TLC-BT-575	2
				60'	TLC-LED-1150	6
2	C3-C4	70'	-	15'	TLC-BT-575	2
				70'	TLC-LED-1150	6
10	TOTALS					82

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)					
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	480 (60)
TLC-LED-1150	6.8	6.5	5.9	5.1	4.1	3.7
TLC-BT-575	3.2	3.0	2.8	2.4	1.9	1.4



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EQUIPMENT LAYOUT

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com



Chino Valley Baseball:

25 Year Life Cycle Cost Estimate

of fixtures x kW consumption per fixture x estimated kW rate x estimated # usage
hours per year x 25 years

Metal Halide Technology

44 fxts x 1.564 x .12 x 800hrs x 25 = \$165,158.40

LED Technology

44fxts x 1.15 x .12 x 800hrs x 25 = \$121,440

25 Year Savings: \$43,718.40

Dee Smith

Musco Sales

480-521-8271

dee.smith@musco.com



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.f.

Meeting Date: 09/25/2018
Contact Person: Scott Bruner, Community Services Director
 Phone: 928-636-2687 x-1237
Department: Community Services
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Memory Park, 1020 W. Palomino Road

AGENDA ITEM TITLE:

Consideration and possible action to expend funds, which were originally donated to the Town by Prescott Newspapers and the Prescott Indian Tribe for an amphitheatre in the amount of \$65,000, to purchase playground equipment and a ramada for Memory Park.

RECOMMENDED ACTION:

Approve expenditure of donated funds in the amount of \$65,000 from for the purchase of playground equipment and a ramada for Memory Park.

SITUATION AND ANALYSIS:

Back in 2006 the Town of Chino Valley received a Heritage Grant for the Community Center Park, where the Town built a four-plex ballfield, an aquatic center, a dog park and some other amenities. Part of the overall plan was to build an ampitheater as part of phase 3 improvements. When the great recession hit in 2008-2009, the Heritage funds were swept, and we were not able to complete the Park to the original design. During this time, Prescott Newspapers dontated \$40,000 and the Prescott Indian Tribe donated \$25,000 for the development of an amphitheater.

This kind donation of \$65,000 was never spent and the funds have sat idle over the last decade. Heritage Grant funds are still unavailable, and the proposed amphitheater is not currently on any future development plans.

Staff therefore, recommends that the proposed amphitheater funds be re-directed for the purchase of playground equipment for our newly expanded Memory Park. Both Prescott Newspapers and the Prescott Indian Tribe have been notified, and they have given the Town permission to use the aforementioned funds for playground equipment in the newly expanded Memory Park. Remaining funds will be used for a ramada with a plaque acknowledging the donors.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 07-63-5526

Available: \$65,000

Funding Source:

The Town has \$65,000 in the Grant Fund available for this project.

Attachments

Approval from Prescott Newspapers

Approval from the Tribe

Town of Chino Valley

202 N State Route 89
Chino Valley, AZ 86323
Tel (928) 636-2646
www.chinoaz.net

July 25, 2018

Kit K. Atwell
Co-Publisher
Prescott Newspapers, Inc.

Dear Mr. Atwell:

Back in 2006 the Town of Chino Valley received a Heritage Grant for our Community Center Park, where the Town built a four-plex ballfield, an aquatic center, a dog park, and some other amenities. Part of the plan was to build an amphitheater. When the great recession hit in 2009-2010, the Heritage funds were swept, and we were not able to complete the Park to the original design.

During this time, Prescott Newspapers graciously donated \$40,000 over a four-year period for the Community Center Park development and amphitheater. The Courier's intention at the time was to continue to make an annual donation, up to \$100,000, to help in building the amphitheater. The Courier was unable to fulfill their original intention, and the kind donation of Prescott Newspapers was never spent; the funds have sat idle over the last decade.

Heritage Grand funds are still unavailable and the Town cannot foresee when it would be in the position to build the previously-proposed amphitheater, as we do not have the funds to do this on our own. The Town has decided to re-direct those funds slated for the amphitheater to another worthy project: Playground equipment for our newly expanded Memory Park. We have recently expanded this park, another community park in Chino Valley, which is enjoyed by many of our residents. We have removed the street that separated the park and library, making the park seamless from the Library's doors to the playground area. We will place the playground equipment just outside the Children's Library.

This is a win-win situation as the playground can be used every day of the year, unlike an amphitheater that would be used only for special events.

I feel you should be made aware of our intentions and I am sure you will agree that investing in our children is always a good cause. The Town of Chino Valley again, wishes to thank Prescott Newspapers for their benevolent donation.

Respectfully,



Cecilia Grittman
Town Manager
Town of Chino Valley



8307 E. State Route 69, Suite B
Prescott Valley, AZ 86314

Co- Publisher: Kit Atwell

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August 10th, 2018

Cecilia Gritman, Town Manager of Chino Valley
202 No. State Route 89
Chino Valley, AZ 86323

Dear Cecilia,

I am in receipt of your recent correspondence concerning the 2006 Chino Valley Review pledge. Just to clarify a few points:

1. The Review suspended paying this pledge as the City informed me they had tabled the amphitheater build and would contact me if and when the project was resurrected. I was ok with holding the funds for a later date.
2. The company agrees to use the funds in holding for playground equipment project for Memory Park?

For the record, the Review will not be donating any further funds towards the original pledge, as I understand from your letter the project has now been killed with no future expectations.

As a side note – I am a she not a he.

Thanking you in advance for your response.

Kit K. Atwell
Publisher
Chino Valley Review
(928) 445-3333, ext. 1070

Town of Chino Valley

202 N State Route 89
Chino Valley, AZ 86323
Tel (928) 636-2646
www.chinoaz.net

July 25, 2018

Ernest Jones Sr.
President
Prescott Indian Tribe

Dear Mr. Jones:

Back in 2006 the Town of Chino Valley received a Heritage Grant for our Community Center Park, where the Town built a four-plex ballfield, an aquatic center, a dog park, and some other amenities. Part of the plan was to build an amphitheater. When the great recession hit in 2009-2010, the Heritage funds were swept, and we were not able to complete the Park to the original design.

During this time, the Prescott Indian Tribe graciously donated \$25,000 for the Community Center Park development and amphitheater. The kind donation of the Prescott Indian Tribe was never spent; the funds have sat idle over the last decade.

Heritage Grand funds are still unavailable and the Town cannot foresee when it would be in the position to build the previously-proposed amphitheater, as we do not have the funds to do this on our own. The Town has decided to re-direct those fund slated for the amphitheater to another worthy project: Playground equipment for our newly expanded Memory Park. We have recently expanded this park, another community park in Chino Valley, which is enjoyed by many of our residents. We have removed the street that separated the park and library, making the park seamless from the Library's doors to the playground area. We will place the playground equipment just outside the Children's Library.

This is a win-win situation as the playground can be used every day of the year, unlike an amphitheater that would be used only for special events.

I feel you should be made aware of our intentions and I am sure you will agree that investing in our children is always a good cause. The Town of Chino Valley again, wishes to thank the Prescott Indian Tribe for their benevolent donation.

Respectfully,



Cecilia Grittman
Town Manager
Town of Chino Valley

Scott Bruner

From: William Towne <wtowne@ypit.com>
Sent: Tuesday, August 14, 2018 10:00 AM
To: Cecilia Grittman
Cc: Scott Bruner
Subject: RE: Chamber

Cecilia and Scott

This morning the Yavapai Prescott Indian Tribe Board of Directors agreed to have the funds used for the playground equipment outside the Children's Library.

If you have any questions please let me know.

Thanks,

William Towne
 Director of Finance & Administration
 Yavapai-Prescott Indian Tribe
 530 E. Merritt, Prescott 86301

Direct (928) 777-9426
 Fax (928) 515-7530
 Email wtowne@ypit.com

From: Cecilia Grittman <cgrittman@chinoaz.net>
Sent: Thursday, August 2, 2018 3:48 PM
To: William Towne <wtowne@ypit.com>
Cc: Scott Bruner <sbruner@chinoaz.net>
Subject: FW: Chamber

Mr. Towne:

Please see the attached pictures and renderings provided by our Community Services Director, Scott Bruner. I believe these pictures will provide the Prescott Indian Tribe a visual of what the Town's intention is for the funds we have kept on *hold* for such a long time.

If there is other information you need or like for the presentation to your board, please give me a call.

Respectfully,

Cecilia Grittman
 Town Manager



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.g.

Meeting Date: 09/25/2018
Contact Person: John Coomer, Economic Development/Project Manager
 Phone: 928-636-2646 x-1201
Department: Town Manager
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to formally adopt the name "Chino Valley Regional Business Park" with a descriptor where appropriate of "at Old Home Manor."

RECOMMENDED ACTION:

Approve the name "Chino Valley Regional Business Park" with a descriptor where appropriate of "at Old Home Manor" for the 200 acre industrial/business park at Old Home Manor.

SITUATION AND ANALYSIS:

The Town has been using the unofficial moniker "Old Home Manor Industrial Park" for this location for many years. Old Home Manor is marginally known regionally and not known outside the region. The term "industrial park" implies a narrow focus of manufacturing and heavier industry that is not consistent with the overall intended scope of the park. The Economic Development Subcommittee unanimously recommended "Chino Valley Regional Business Park" with a descriptor where appropriate of "at Old Home Manor" to emphasize the community, the fact that it will serve the region and not just Chino Valley, and business park implies a wider scope of potential users of the complex.

Fiscal Impact

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

Attachments

No file(s) attached.