



## Town of Chino Valley

### MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING**  
**Tuesday, October 11, 2016**  
**6:00 P.M.**

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

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

### AGENDA

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

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

4. **RESPONSE TO THE PUBLIC**

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

5. **CURRENT EVENT SUMMARIES AND REPORTS**

*This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, 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 Robert Smith regarding Town accomplishments, and current or upcoming projects.

## 6. **CONSENT AGENDA**

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

- a. Consideration and possible action to accept the following two grants and authorize Town Manager, Robert Smith to sign the contracts between the AZ Governors Office of Highway Safety and the Town of Chino Valley on behalf of the Chino Valley Police Dept.:
  - (i) Grant in the amount of \$20,283.00 for the purchase of two digital vehicle camera systems, two Lidar units, and to fund officer overtime to perform strategic traffic enforcement; and
  - (ii) Grant in the amount of \$11,000.00 for the purchase of two Portable Breath Testings devices and to fund officer overtime to perform DUI and impaired driving enforcement details. (Chuck Wynn, Police Chief)
- b. Consideration and possible action to accept the September 20, 2016 study session 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. Presentation by the Mayor's Ad Hoc Recreation Committee, discussion, and possible action regarding the motor sports proposal for use of land at Old Home Manor. (Mayor Marley)

Recommended Action: Direct staff regarding the motor sports proposal for use of land at Old Home Manor.

- b. Consideration and possible action to approve a Conditional Use Permit for an electronic LED (Light-Emitting Diode) gasoline price display sign at 995 S. State Route 89, Yavapai County Assessors Parcel No. 306-29-047C. (Ruth Mayday, Development Services Director)

Recommended Action: Approve a Conditional Use Permit for an electronic LED gasoline price display sign at 995 South State Route 89.

- c. Consideration and possible action to affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics. (Jami Lewis, Town Clerk)

Recommended Action: Affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics.

- d. Consideration and possible action to:
  - (i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and
  - (ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position. (Mayor Marley)

Recommended Action:

- (i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and
- (ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position.

**8. EXECUTIVE SESSION**

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

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or resignation of Robert Smith, Town Manager. (Mayor Marley)
- b. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

**9. ACTION ITEMS RESUMED**

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

- a. Consideration and possible action to approve the Town Manager's Work Plan. (Mayor Marley)
- b. Consideration and possible action regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility. (Mayor and Council)

**10. ADJOURNMENT**

Dated this 6th day of October, 2016.

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

Item No. 6. a.

**Meeting Date:** 10/11/2016  
**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 accept the following two grants and authorize Town Manager, Robert Smith to sign the contracts between the AZ Governors Office of Highway Safety and the Town of Chino Valley on behalf of the Chino Valley Police Dept. (Chuck Wynn, Police Chief):

- (i) Grant in the amount of \$20,283.00 for the purchase of two digital vehicle camera systems, two Lidar units, and to fund officer overtime to perform strategic traffic enforcement; and
- (ii) Grant in the amount of \$11,000.00 for the purchase of two Portable Breath Testings devices and to fund officer overtime to perform DUI and impaired driving enforcement details.

### RECOMMENDED ACTION:

Move to accept the two grants and authorize Town Manager Robert Smith to sign the contracts between The Governor's Office of Highway Safety and the Town of Chino Valley on behalf of the Chino Valley Police Dept.

### SITUATION AND ANALYSIS:

#### Issue Statement

The CVPD applied for and were awarded two AZ Governor's Office of Highway Safety (GOHS) grants. The first grant, for a total of \$20,283.00, to cover the cost of purchasing two digital vehicle camera systems, also two Lidar units (laser radar unit) and fund officer overtime to perform strategic traffic enforcement throughout the Town of Chino Valley.

The second grant, for a total of \$11,000.00, to cover the cost of purchasing two PBT's (Portable Breath Testing device) and fund officer overtime to perform DUI and impaired driving enforcement details throughout the Town of Chino Valley.

The contract terms for both grants run Oct. 1, 2016 through and including Sept. 30, 2017. These two grants are reimbursement grants, in that the Police Dept. will purchase the authorized items and expend the authorized overtime funds and submit quarterly reports to GOHS for reimbursement.

**Applicable “Policy”**

N/A

**Satisfaction of “Policy”**

N/A

**Summary of Issues and Staff Rationale**

Our current one Lidar unit, which was previously grant funded, is in need of replacement. The specific units allow an officer to identify a specific car in a group of cars, vs. the standard radar which is not target specific. The two digital vehicle camera systems will allow officers to document contacts with drivers, including those that are impaired, further enhancing our ability to successfully prosecute violators. The two PBT's will provide assistance in determining juvenile alcohol offenses from the scene, reducing overall time needed to gather evidence. Due to our agency size, overtime funding is needed to help staff traffic related details in an effort to keep our roadways safe.

**Findings of Fact**

The Council must authorize the Town Manager to sign these two contracts in order for the Police Dept. to be awarded these funds.

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**Fiscal Impact**

**Fiscal Impact?:** 31,283.00

**If Yes, Budget Code:** 07

**Available:** 31,283.00

**Funding Source:**

Both Grants will be accounted for in the Grant Funds. No Town match is required.

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**Attachments**

DUI Grant 2016

Traffic Grant 2016

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**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.

**CFDA 20.600**

|                                                                 |                                                                                                   |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>1. APPLICANT AGENCY</b><br>Chino Valley Police Department    | <b>GOHS CONTRACT NUMBER:</b><br><b>2017-AL-014</b>                                                |
| <b>ADDRESS</b><br>1950 Voss Drive, #301, Chino Valley, AZ 86323 | <b>PROGRAM AREA:</b><br><b>402-AL</b>                                                             |
| <b>2. GOVERNMENTAL UNIT</b><br>Town of Chino Valley             | <b>AGENCY CONTACT:</b><br>Vincent Schaan                                                          |
| <b>ADDRESS</b><br>1020 Palomino Road, Chino Valley, AZ 86323    | <b>3. PROJECT TITLE:</b><br>DUI/Impaired Driving Enforcement and<br>Enforcement Related Equipment |
| <b>4. GUIDELINES:</b><br>402-Alcohol (AL)                       |                                                                                                   |

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) PBTs to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

| <b>6. BUDGET<br/>COST CATEGORY</b>            | <b>Project Period<br/>FFY 2017</b> |
|-----------------------------------------------|------------------------------------|
| <b>I. Personnel Services</b>                  | \$7,143.00                         |
| <b>II. Employee Related Expenses</b>          | \$2,857.00                         |
| <b>III. Professional and Outside Services</b> | \$0.00                             |
| <b>IV. Travel In-State</b>                    | \$0.00                             |
| <b>V. Travel Out-of-State</b>                 | \$0.00                             |
| <b>VI. Materials and Supplies</b>             | \$0.00                             |
| <b>VII. Capital Outlay</b>                    | \$1,000.00                         |
| <b>TOTAL ESTIMATED COSTS</b>                  | <b>\$11,000.00</b>                 |

|                       |                                                                  |                       |
|-----------------------|------------------------------------------------------------------|-----------------------|
| <b>PROJECT PERIOD</b> | <b>FROM:</b> Effective Date<br>(Date of GOHS Director Signature) | <b>TO:</b> 09-30-2017 |
|-----------------------|------------------------------------------------------------------|-----------------------|

|                             |                         |                       |
|-----------------------------|-------------------------|-----------------------|
| <b>CURRENT GRANT PERIOD</b> | <b>FROM:</b> 10-01-2016 | <b>TO:</b> 09-30-2017 |
|-----------------------------|-------------------------|-----------------------|

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$11,000.00**

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:**

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. The multi-agency DUI Taskforce has maintained the name Tri-City DUI Taskforce.

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is currently uninhabited, sparsely populated, or used for farming/agricultural purposes.

There are 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

**Agency Problem/Attempts to Solve Problem:**

DUI drivers continue to be a problem for Arizona. The DUI grant requested by Chino Valley will fund overtime to allow for staffing of officers to provide enforcement without interruption by calls for service. The increase in calls for service decreases staff's ability to be proactive and seek out DUI offenders before they can be involved in a collision.

The Chino Valley Police Department participates in scheduled DUI enforcement details. The Alco-Sensor FST will be used in juvenile cases as well as DUI Drug cases to eliminate the presence of alcohol, as the cause of impairment, so a DRE Eval can be conducted.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) PBTs to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

**How Agency Will Solve Problem with Funding:**

The Chino Valley Police Department will use the grant funds to provide DUI enforcement without interruption by calls for service. The funding will also allow the Police Department to continue participation in the Tri-City DUI Task Force operations in the area.

Funding will allow officers to focus entirely on DUI enforcement by lowering potential traffic collisions resulting in injury or death and reducing property damage crimes.

**Chino Valley Police  
Department**

**GOHS HIGHWAY  
SAFETY CONTRACT**

**2017-AL-014**

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) PBTs to enhance DUI/Impaired Driving Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

**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 DUI/Impaired Driving 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 DUI/Impaired Driving Enforcement Activities

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

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities:

**Two (2) PBTs**

**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.

### **EQUIPMENT:**

#### **Two (2) PBTs**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Chino Valley Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Chino Valley Police Department further agrees to dispose of this equipment using the Chino Valley Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Chino Valley Police Department may refer to that of the State. The Chino Valley Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Chino Valley Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Chino Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

#### **Administrative and Maintenance Costs:**

The Chino Valley Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Two (2) PBTs.

#### **Decals:**

The Governor's Office of Highway Safety shall provide the Chino Valley Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Chino Valley Police  
Department**

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**Equipment Purchase:**

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State 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 shall use the State procurement process.

**Original Purpose of Equipment:**

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Chino Valley Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

**SPECIFIC REQUIREMENTS:**

**BREATH TESTING DEVICES –**

**Requirements for Portable Breath Test Devices (PBTs):**

The Chino Valley Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this Contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the Agency and will be available upon request for review by GOHS.

**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –**
**Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

**EQUIPMENT –**
**Requirements for Equipment:**

The Chino Valley Police Department shall provide a high quality color photograph of all equipment purchased under this Contract. The Chino Valley Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

The application of USDOT "Common Rule" and Circular A-102 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.



**Chino Valley Police  
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**2017-AL-014**

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective 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**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI</b> (October 1 to December 31, 2016) | January 30, 2017        |
| <b>2<sup>nd</sup> Quarterly Report and RCI</b> (January 1 to March 31, 2017)    | April 20, 2017          |
| <b>3<sup>rd</sup> Quarterly Report and RCI</b> (April 1 to June 30, 2017)       | July 20, 2017           |
| <b>4<sup>th</sup> Quarterly Report and RCI</b> (July 1 to September 30, 2017)   | <b>October 15, 2017</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2017</b> |

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** 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, at a minimum, on a quarterly basis 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

### **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

| <b>Monitoring Schedule</b>       |                                                                                                                                                                                                                                                                                           |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Awarded Amount:</b>     | <b>Type of Monitoring:</b>                                                                                                                                                                                                                                                                |
| Under \$50,000                   | Desk Review/Phone Conference                                                                                                                                                                                                                                                              |
| \$50,000 and over                | In-House GOHS Review                                                                                                                                                                                                                                                                      |
| \$100,000+                       | 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 |

**Chino Valley Police  
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|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | 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.

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 obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring

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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.

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**ESTIMATED COSTS:**

|      |                                   |                     |
|------|-----------------------------------|---------------------|
| I.   | Personnel Services (overtime)     | \$7,143.00          |
| II.  | Employee Related Expenses (ERE)   | \$2,857.00          |
| III. | Professional and Outside Services | \$0.00              |
| IV.  | Travel In-State                   | \$0.00              |
| V.   | Travel Out-of-State               | \$0.00              |
| VI.  | Materials and Supplies            | \$0.00              |
| VII. | Capital Outlay                    | \$1,000.00          |
|      | Two (2) PBTs                      |                     |
|      |                                   | <b>*\$11,000.00</b> |

**TOTAL ESTIMATED COSTS**

\*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 \$11,000.00.

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**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

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**Reporting Period**

| <b>DESCRIPTION</b>                          | <b>CONTRACT<br/>ACTIVITY</b> | <b>AGENCY<br/>ACTIVITY</b> |
|---------------------------------------------|------------------------------|----------------------------|
| Total Contacts (Traffic Stops)              |                              |                            |
| Total Sober Designated Drivers Contacted    |                              |                            |
| <b>TOTAL DUI ARRESTS</b>                    |                              |                            |
| 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                    |                              |                            |
| Aggressive Driving Citations                |                              |                            |
| Civil Speed Citations                       |                              |                            |
| Other Citations                             |                              |                            |
| Other Arrests                               |                              |                            |
| Participating Officer/Deputies (Cumulative) |                              |                            |

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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".

- 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. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 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.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
  - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**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.

**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.
- 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.

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**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.

**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 only steel, iron, and manufactured products produced in the United States with Federal funds, 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 1300.
- 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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. 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 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 NHTSA.
- G. The prospective primary 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 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 1300.
- 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 and/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, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower 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," 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **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 participation in this transaction 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  
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**GOHS HIGHWAY  
SAFETY CONTRACT**

**2017-AL-014**

**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)

**Chino Valley Police  
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**GOHS HIGHWAY  
SAFETY CONTRACT**

**2017-AL-014**

**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, Grants, Loans, and Cooperative Agreements**

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 will 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 31 USC §1352. Any person who fails to file the required certification will 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:***

Robert E. Smith, Town Manager  
Town of Chino Valley

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

## 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-AL, as approved for by the National Highway Traffic Safety Administration.

- |    |    |                                      |    |                    |
|----|----|--------------------------------------|----|--------------------|
| 2. | A. | EFFECTIVE DATE:                      | B. | FEDERAL FUNDS:     |
|    |    | <u>Authorization to Proceed Date</u> |    | <u>\$11,000.00</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

**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.

**CFDA 20.600**

|                                                                 |                                                                                 |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>1. APPLICANT AGENCY</b><br>Chino Valley Police Department    | <b>GOHS CONTRACT NUMBER:</b><br><b>2017-PT-010</b>                              |
| <b>ADDRESS</b><br>1950 Voss Drive, #301, Chino Valley, AZ 86323 | <b>PROGRAM AREA:</b><br><b>402-PT</b>                                           |
| <b>2. GOVERNMENTAL UNIT</b><br>Town of Chino Valley             | <b>AGENCY CONTACT:</b><br>Vincent Schaan                                        |
| <b>ADDRESS</b><br>1020 Palomino Road, Chino Valley, AZ 86323    | <b>3. PROJECT TITLE:</b><br>STEP Enforcement, and Enforcement Related Equipment |
| <b>4. GUIDELINES:</b><br>402-Police Traffic (PT)                |                                                                                 |

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) Digital Cameras and Two (2) Lidar Units to enhance STEP Enforcement throughout the Town of Chino Valley.

| <b>6. BUDGET<br/>COST CATEGORY</b>            | <b>Project Period<br/>FFY 2017</b> |
|-----------------------------------------------|------------------------------------|
| <b>I. Personnel Services</b>                  | \$7,143.00                         |
| <b>II. Employee Related Expenses</b>          | \$2,857.00                         |
| <b>III. Professional and Outside Services</b> | \$0.00                             |
| <b>IV. Travel In-State</b>                    | \$0.00                             |
| <b>V. Travel Out-of-State</b>                 | \$0.00                             |
| <b>VI. Materials and Supplies</b>             | \$0.00                             |
| <b>VII. Capital Outlay</b>                    | \$10,283.00                        |
| <b>TOTAL ESTIMATED COSTS</b>                  | <b>\$20,283.00</b>                 |

|                       |                                                                  |                       |
|-----------------------|------------------------------------------------------------------|-----------------------|
| <b>PROJECT PERIOD</b> | <b>FROM:</b> Effective Date<br>(Date of GOHS Director Signature) | <b>TO:</b> 09-30-2017 |
|-----------------------|------------------------------------------------------------------|-----------------------|

|                             |                         |                       |
|-----------------------------|-------------------------|-----------------------|
| <b>CURRENT GRANT PERIOD</b> | <b>FROM:</b> 10-01-2016 | <b>TO:</b> 09-30-2017 |
|-----------------------------|-------------------------|-----------------------|

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,283.00**

**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:**

The Town of Chino Valley is a rural community located in Yavapai County, approximately 110 miles northwest of Phoenix. Chino Valley is part of the larger Prescott metropolitan area, also referred to as the "Quad-City" area. The Quad-City area includes the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Town of Dewey-Humboldt. The multi-agency DUI Taskforce has maintained the name Tri-City DUI Taskforce.

The Town of Chino Valley encompasses an area of roughly 63.4 square miles making it the largest municipality in Yavapai County by area and the 24th largest in the state of Arizona. The majority of the residents and businesses are focused in the western portion of the town limits along State Route 89. The remainder of the area is currently uninhabited, sparsely populated, or used for farming/agricultural purposes.

There are 142.1 miles of roadway inside the town limits of Chino Valley. The majority of roads are two lane paved residential streets. The most heavily traveled roadway portion is State Route 89, which runs north/south through the town. The most heavily traveled area of State Route 89 between Road 1 North to Road 3 north sees an average of over 23,000 vehicles per day.

### **Agency Problem/Attempts to Solve Problem:**

Over the past three (3) years the Chino Valley Police Department has seen an increase in requests for law enforcement service from the public. Calls for service were 5002 in 2013 and they increased to 5633 in 2015. This is an increase of 12% in requests from the public for law enforcement service. This increase reduces the department's time and ability to spend on traffic enforcement.

The Chino Valley Police Department continues to stress the need for officers to be proactive in the approach to traffic safety and enforcement. Chino Valley PD added a full time motor position along with a part time motor in 2015. These additions included the purchase of two motorcycles from Prescott Valley Police Department. The two bikes are equipped with static/fixed radar devices which are being utilized for enforcement and prevention.

### **Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) Digital Cameras and Two (2) Lidar Units to enhance STEP Enforcement throughout the Town of Chino Valley.

### **How Agency Will Solve Problem with Funding:**

The requested Traffic Safety overtime funds will be used to facilitate a minimum of one (1) officer per detail to focus specifically on Traffic Enforcement violations such as speeding, child seat/safety belt violations and red light violations.

The new Lidars will allow Chino Valley motors to park and run positional radar while trying to hide or obscure a concealed location.

The camera systems will allow staff to obtain evidence of violations for speed and child safety seat violations as well as DUI related investigations that rely heavily on driving behavior.

**Chino Valley Police  
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**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Capital Outlay: Two (2) Digital Cameras and Two (2) Lidar Units to enhance STEP Enforcement throughout the Town of Chino Valley.

Expenditures of funding pertaining to the PT/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 PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/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

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:  
**Two (2) Digital Cameras and Two (2) Lidar Units**

**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.

**Chino Valley Police  
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**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.

**EQUIPMENT:**

**Two (2) Digital Cameras and Two (2) Lidar Units**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Chino Valley Police Department shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Chino Valley Police Department further agrees to dispose of this equipment using the Chino Valley Police Department's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Chino Valley Police Department may refer to that of the State. The Chino Valley Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Chino Valley Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Chino Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Chino Valley Police Department shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the Two (2) Digital Cameras and Two (2) Lidar Units.

**Decals:**

The Governor's Office of Highway Safety shall provide the Chino Valley Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

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**Equipment Purchase:**

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State 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 shall use the State procurement process.

**Original Purpose of Equipment:**

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Chino Valley Police Department shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

**SPECIFIC REQUIREMENTS:**

**SPEED DETECTION EQUIPMENT –**

**Requirements for Speed Detection Devices:**

The Chino Valley Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Chino Valley Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.



**VIDEO EQUIPMENT –****Requirements for In-Car Video Systems:**

The Chino Valley Police Department will be responsible for providing all personnel the appropriate training for using the In-Car Video System purchased under this Contract.

The Chino Valley Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Chino Valley Police Department will maintain a written policy covering training and usage regarding the In-Car Video System which will be available upon request for review by GOHS.

**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

**EQUIPMENT –****Requirements for Equipment:**

The Chino Valley Police Department shall provide a high quality color photograph of all equipment purchased under this Contract. The Chino Valley Police Department shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

The application of USDOT "Common Rule" and Circular A-102 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.

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**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 respective 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**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2016)</b> | <b>January 30, 2017</b> |
| <b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2017)</b>    | <b>April 20, 2017</b>   |
| <b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2017)</b>       | <b>July 20, 2017</b>    |
| <b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2017)</b>   | <b>October 15, 2017</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2017</b> |

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** 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, at a minimum, on a quarterly basis 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

### **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

| <b>Monitoring Schedule</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Awarded Amount:</b>     | <b>Type of Monitoring:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Under \$50,000                   | Desk Review/Phone Conference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| \$50,000 and over                | In-House GOHS Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| \$100,000+                       | 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.

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 obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. 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**

**GOHS HIGHWAY  
SAFETY CONTRACT**

**2017-PT-010**

**ESTIMATED COSTS:**

|      |                                                 |                     |
|------|-------------------------------------------------|---------------------|
| I.   | Personnel Services (overtime)                   | \$7,143.00          |
| II.  | Employee Related Expenses (ERE)                 | \$2,857.00          |
| III. | Professional and Outside Services               | \$0.00              |
| IV.  | Travel In-State                                 | \$0.00              |
| V.   | Travel Out-of-State                             | \$0.00              |
| VI.  | Materials and Supplies                          | \$0.00              |
| VII. | Capital Outlay                                  | \$10,283.00         |
|      | Two (2) Digital Cameras and Two (2) Lidar Units |                     |
|      |                                                 | <b>*\$20,283.00</b> |

**TOTAL ESTIMATED COSTS**

\*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 \$20,283.00.

**Chino Valley Police  
Department**

**GOHS HIGHWAY  
SAFETY CONTRACT**

**2017-PT-010**

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

**Reporting Period**

| <b>DESCRIPTION</b>                          | <b>CONTRACT<br/>ACTIVITY</b> | <b>AGENCY<br/>ACTIVITY</b> |
|---------------------------------------------|------------------------------|----------------------------|
| Total Contacts (Traffic Stops)              |                              |                            |
| Total Sober Designated Drivers Contacted    |                              |                            |
| <b>TOTAL DUI ARRESTS</b>                    |                              |                            |
| 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                    |                              |                            |
| Aggressive Driving Citations                |                              |                            |
| Civil Speed Citations                       |                              |                            |
| Other Citations                             |                              |                            |
| Other Arrests                               |                              |                            |
| Participating Officer/Deputies (Cumulative) |                              |                            |

### **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".



- 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. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 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.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
  - 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  - 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**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.

**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.
- 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.

**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 only steel, iron, and manufactured products produced in the United States with Federal funds, 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 1300.
- 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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. 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 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 NHTSA.
- G. The prospective primary 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 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 1300.
- 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 and/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, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower 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," 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 1300.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **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 participation in this transaction 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**

**2017-PT-010**

**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, Grants, Loans, and Cooperative Agreements**

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 will 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 31 USC §1352. Any person who fails to file the required certification will 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

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Date

Telephone

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

Robert E. Smith, Town Manager  
Town of Chino Valley

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Date

Telephone

## 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-PT, as approved for by the National Highway Traffic Safety Administration.

- 2. A. EFFECTIVE DATE:**

*Authorization to Proceed Date*

**\$20,283.00**

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



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 6. b.

**Meeting Date:** 10/11/2016

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

**Department:** Town Clerk

**Item Type:** Consent

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#### AGENDA ITEM TITLE:

Consideration and possible action to accept the September 20, 2016 study session minutes. (Jami Lewis, Town Clerk)

#### RECOMMENDED ACTION:

Accept the September 20, 2016 study session minutes.

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#### Attachments

September 20, 2016 minutes

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# DRAFT

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

**TUESDAY, SEPTEMBER 20, 2016  
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, September 20, 2016.

**Present:** Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Corey Mendoza; Councilmember Lon Turner

**Absent:** Councilmember Jack Miller

**Staff** Town Manager Robert Smith; Assistant Town Manager Cecilia Gritman; Public Works

**Present:** Director/Town Engineer Michael Lopez; Public Works Manager Chris Bartels; Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

### 1) CALL TO ORDER; ROLL CALL

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

### 2) Presentation and discussion regarding the status of infrastructure in the Town. (Robert Smith, Town Manager)

Town Manager Smith summarized the study session topics:

- *Topics:* infrastructure, planning, and financing; and departments involved in infrastructure projects.
- *Projects:* EDA–ohm' (OHM) Industrial Park; WIFA–Center Street Sewer Extension; EPA–water system looping; and Road 1 East Extension.
- *Infrastructure projects process:* from concept to Council proposal, approval, funding, engineering, bidding, and contract approval.

Town Engineer/Public Works Director Lopez presented on roads maintenance:

- 2015-2019 chip seal program;
- last year's program costs;
- piggybacking on the County's contract; and
- various types of road resurfacing and costs.

Staff and Council discussed:

- *Chip seal program:* The 2016 spring program did not occur due to the personnel change in engineering, and contracts that were approved in fall 2015 had expired by the time he was able to review them in June 2016. Staff intended to vet the spring 2017 program through the Roads and Streets Committee in October and bring options to Council in the

next couple months.

- *Funding:* The town had \$90,000 and needed \$400,000 plus. Staff was using cost benefit analyses to determine how to get the most out of each dollar. Staff believed that outsourcing double chip would cost less than doing it in-house.
- *County contract:* The Town could not piggyback on the County's contract in 2016, as the County was only crack sealing this fall and doing it in-house; however, Prescott Valley and Prescott were willing to let the Town piggyback on their contracts.
- *Road surfacing lifecycles:* Currently, the Town could only do single chip, which had a two to five-year lifecycle, due to lack of funds.
- *Maintenance plan:* The Town needed a comprehensive maintenance plan for asphalt. Staff was currently working on this and will use outside professionals to assist.

Public Works Manager Bartels presented on water and wastewater:

#### Water

- water system current condition;
- water production capability and storage capacity;
- water system design;
- water system demand and population served;
- water quality monitoring;
- dust abatement program; and
- water fill station.

Staff and Council discussed:

- *Water quality testing:* The Town was always in compliance, above and beyond state requirements; and there were no arsenic problems.
- *Water fill station:* The County's west side, as well as those hauling construction water, relied on this water. The current five commercial water haulers helped staff with data collection.
- *OHM water:* The EPA project will bring water from Perkinsville to Road 2 North, and the EDA project will bring it from Perkinsville to OHM.

#### Wastewater

- wastewater system current condition;
- infrastructure lifecycle;
- wastewater system design;
- system capacity and service connections;
- treatment and testing; and
- recharge.

Staff and Council discussed:

- *Maintenance:* Staff was currently working on a comprehensive maintenance program.
- *Storm water:* Staff did not recommend a combined wastewater/storm water system, as such systems were difficult to operate.
- *Filter replacement project:* Staff will start this project in October 2016.

Mayor Marley recessed the meeting at 7:30 p.m. reconvened it at 7:36 p.m.

Mr. Bartels spoke about proposed water and wastewater improvements:

#### Water

- update water master plan;
- develop additional water production storage and pressure facility;
- install water distribution storage and pressure facility for south pressure zone south of Center Street;
- expand water infrastructure from Road 3 North to Road 4 South to provide services to the commercial zone along SR 89; and
- negotiate purchase of an additional water company.

#### Wastewater

- update sewer master plan;
- continue with developing local septage receiving program;
- develop regional septage receiving; and
- expand wastewater collection infrastructure from Road 3 North to Road 4 South to serve the commercial zone along SR 89.

#### Challenges to accomplish proposed improvements

- funding;
- infrastructure alignment design and construction;
- acquiring right-of-way or easement; and
- acquiring property for construction of central water pressure zone storage and pressure facility.

Council and staff discussed issues related to water and sewer on SR 89:

- Hooking up commercial businesses to Prescott's water system was expensive. Chino Valley citizens needed to understand this so the Town would not be blamed for the lack of economic development.
- Sewer was needed for the same places, but Prescott had no sewer infrastructure.
- It would help if Prescott would turn over their pipes to the Town.

Development Services Director Mayday presented regarding planning:

- types of plans;
- challenges with current plans;
- how plans interrelated;
- general plan overview, elements, and amendment process; and
- specific area plans.

Council and staff discussed:

- *Planning challenges:* The recession, infrastructure deficiencies, and lack of long-term planning had hindered the Town since 2008.
- *Specific Area Plans:* These were used to provide a sense of identity and could be used to



encourage specific developments, off-site improvements, and development standards to maximize use of the General Plan. Three current areas of focus were: Road 4 South; Old Home Manor; and Road 2 North/SR 89.

- *Transportation:* The Town's Small Area Transportation Plan provided parameters to developers.
- *Planned Area Developments:* This tool allowed creation of a master plan with flexible density, and was more important now due to impact fees law changes.

Finance Director Duffy presented on local government debt:

- types of local government debt;
- when local governments should issue debt;
- Chino Valley's debt policy and history;
- potential funding sources; and
- other communities' per capita comparisons.

Council and staff discussed:

- *Financing projects:* The Town will have to invest before retail comes. If staff planned projects 10-20 years out, they could better plan for funding.
- *Comparisons per capita:* The Town ranked 21<sup>st</sup> of 91 municipalities, and ranked in the middle of local communities. Now that the Town's reserves were built up and was financially stronger, it could use debt strategically.
- *Improvement Districts:* This was a tool for a specific demand, such as sidewalks or streetlights, in a specific area that were paid for by the people in that area only.

Council asked staff to provide a comparison of assets to debt. Mr. Duffy stated he would start with Yavapai County.

Mr. Lopez presented updates on several projects:

#### OHM Industrial Park

- grant history from 2013-2015;
- EDA approved plan for water, sewer, and Road 4 North extensions;
- funding sources and uses; and
- engineer's estimate of costs for water, sewer, and roads.

Council and staff discussed:

- *Funding shortfall:* About 45 days ago, working with consultants, staff found that the roads estimates were \$800,000 over the original estimate due to drainage issues. Using the original design was not an option as upgrades were necessary to provide the best design for the community. EDA suggested to either (a) start over and split the project into two phases; or (b) use deductive bid alternatives (DBAs). Staff did not support option (a) and planned to use option (b), hoping to get good bid prices to meet the grant obligations. If the DBAs were not right, the Town could possibly get money from the ACA. Staff was also looking into using Yavapai County drainage moneys.
- *Drainage improvements:* The Jerome Junction portion could be added as another DBA. As Town officials had told the community that the Road 4 North extension would go in,

staff intended to see it through, even if it did not happen as part of this project.

### Center Street Project

- project history; and
- funding shortfall and options.

Council and staff discussed the funding shortfall:

- About 45 days ago, staff found that this project was \$340,000 short. Options were to (a) do DBAs, or (b) ask WIFA for additional funding. Staff preferred option (b), which will require a brand new loan. Staff will bring this item to Council on September 27, as the WIFA board was meeting in two weeks. Council will have the option to not approve to the loan after the bids came in.
- Any additional loan amount would not burden the general fund, as the wastewater system was in the black; and the development itself would eventually pay all this back. Staff had asked local contractors for pre-bids and hoped to get competitive prices.

Mayor Marley recessed the meeting at 9:33 p.m. and reconvened it at 9:38 p.m.

Council and staff continued the above discussion:

- Staff was unable to address how the original figures were obtained; however, a lot of these items could have been vetted early if a consultant had gone over them at 15% plans. If Council disapproved the additional loan, he would find ways to stick to the original price.
- The project was still on schedule with bid-letting in November.

### Loop Water System-EPA Grant

- project history from 2010-2015;
- project status; and
- engineer's estimate.

Staff reported that the EPA had previously solicited a consultant for the NEPA process, which fell through the cracks. Staff was working with EPA to get it back on track and it was nearly complete.

### Road 1 East Improvements

- ADOT intergovernmental agreement (IGA);
- property litigation;
- cost estimates;
- timeframes; and
- drainage effects on neighboring properties.

Council and staff discussed:

- *ADOT IGA:* Per the IGA, the Town was obligated to complete these improvements between Road 3 South to Kalinich.
- *Funding shortfall:* Staff originally planned to do this project in-house. Current staff had

to revise the crossings to 25 years instead of 100 years to fit within the budget. If Council pulled these out, they could still meet the IGA's obligations. Options were to break up the project into phases and do in-house or take the road out to bid. Council and staff wanted to get this project done as soon as possible.

- *Design options:* Some areas needed to be channelized and staff needed to speak with affected property owners. One suggested option was to build the new roads at the current grade, put up “do not cross when flooded” signs, and do the crossings later when the property was ready to develop.
- *Impacts from other new development:* The new construction on Road 4 South should not change the current flow.

Mr. Lopez briefly reviewed other future projects:

- *Road 1 North signal:* ADOT was drafting the IGA.
- *Road 2 North at Road 1 West, school intersection improvements:* Right-of-way acquisition had begun, with construction to begin in summer of 2017.
- *Drainage improvements:* Road 2 South at SR 89; and Pepper Tree channel to Santa Cruz wash.
- *Regional studies:* Northern (Williamson Valley) Center Street connector to SR 89; and SR 89 from Road 3 South to the forest boundary north of Paulden, as a prelude to more SR 89 improvements. Staff had asked the Center Street consultant to include Reed to SR 89 as part of the study.

### 3) ADJOURNMENT

Mayor Marley adjourned the meeting at 10:11 p.m.

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Chris Marley, Mayor

ATTEST:

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Jami C. Lewis, Town Clerk

### CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 20th day of September, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of October, 2016.

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Jami C. Lewis, Town Clerk

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. a.

**Meeting Date:** 10/11/2016  
**Contact Person:** Amy Lansa, Administrative Technician  
 Phone: 928-636-2646 x-1052  
**Department:** Council  
**Item Type:** Action Item  
**Estimated length of staff presentation:** 15 minutes  
**Physical location of item:**

### AGENDA ITEM TITLE:

Presentation by the Mayor's Ad Hoc Recreation Committee, discussion, and possible action regarding the motor sports proposal for use of land at Old Home Manor.

### RECOMMENDED ACTION:

Direct staff regarding the motor sports proposal for use of land at Old Home Manor.

### SITUATION AND ANALYSIS:

Issue Statement

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

### Fiscal Impact

### Attachments

Old Home Speedway Proposed Contract Guidelines  
 Old Home Speedway Emergency Action Plan  
 Old Home Speedway Drawings  
 Talking Points for Motorsports Lease  
 Old Home Manor Site Plan

# Old Home Speedway Information

PROPOSED CONTRACT GUIDELINES



## General Overview

The racing season will begin in April and end in October with approximately 28 weeks of racing on the circle track. Additionally, we plan for one practice during each week of racing. (As each additional facility is added, motocross, drag racing the specifics of those facilities will be addressed individually.)

## Jobs

All hired positions at OHS are part time. Staffing for a Saturday night race at Old Home speedway requires a minimum of 61 people.

## Anticipated Attendance

We expect an average attendance in the Grandstands to be 700 – 850 people per night. Racers in the pits will be 200+

- Admission Fees
  - Pit Passes - \$30.00
  - General Admission - \$12.00 – \$15.00 (depending on the show)
  - Family Pack under discussion

## Vending

- Food - Beverage
  - Fair Food – Soda - Water
  - Beer – Wine
- Souvenirs
  - Tee-Shirt's
  - Hat's
  - Other
- Racing Fuel – Parts

## Facility Operating Time

On Race Days the Pit Gate will typically open at 4:00 and the Spectator Gates will open at 5:00.

On Practice nights Pit Gate will typically open at 4:00.

## Access and Traffic Control

The primary route to Old Home Manner is from Highway 89 along the 2 lane Perkinsville Road to Old Home Manner Drive. The round- a-bout on 89 makes access to Perkinsville Road safe.

Signage along Highway 89 and Perkinsville Road providing directions to the raceway seems appropriate. We will provide and/or work with whatever agencies required to secure the signage.



We anticipate that because the Pit Gate will open at 4:00 and the Spectator Gates will open at 5:00 the peak demand will be spread across several hours reducing the significance of traffic on Perkinsville Road.

Secondary access from Highway 89 can be from either Road 2 North or Road 4 North to Road 1 East then to Perkinsville Road. This situation creates a possible bottle neck at the intersection of Road 1 East and Perkinsville Road; it also creates a possibility of creating a que to stage traffic for access to either Perkinsville Road or the Highway. We will need to work with Chino PD to determine what, if any, assistance or control is desired or required at the Road 1 East and Perkinsville Road intersection. (We have a concern that someone want to turn south from westbound Perkinsville road may stack traffic trying to exit the area)

Once at OHM access to the track may be divided using both Old Home Manner Drive and Rodeo to dilute the volume of traffic getting onto the property. We may need to provide traffic control for the left turn movement from Perkinsville into OHM.

### **Emergencies – First Aid**

Please see the Emergency Operations Plan (submitted)

### **Insurance Issues**

The track provides insurance naming the Town as “additionally insured” to protect its’ self and provide for the spectators. Anyone purchasing a Pit Pass signs a wavier accepting responsibility and holding the facility (and Town) harmless; thus assuming responsibility for their own insurance/expenses should something happen. We provide secure and controlled access to make certain the wavier is signed, filed which we maintain for future reference.

### **Operation Considerations**

- The setting sun can be a significant safety problem for our drivers. Depending upon the configuration of the track we have been forced to delay racing until the sun is setting. With a typical night of racing takes between 4 and 5 hours, to early of a curfew may present problems. We agree that too late of a curfew causes potential problems also. Therefore we would like to suggest curfew be 10:30. (We will see if that can be reduced but we are used to an 11:00 PM curfew. We understand that Town’s desire to keep it as early as possible.)
- We need reasonable access to water for preparing the track and providing dust control for the parking and rest of the facility. We anticipate needing 20,000 and 40,000 gallon plus each day we operate. What facilities are available and what might we need (water tower – storage?) to secure the water?
- Power for the Lighting at the speedway will be provided by onsite generators. We may secure a 200 amp service from APS to address casual lighting, and day to day office, food service needs.
- Telephone need will be addressed using cell phone technology
- Restroom facilities will be provided utilizing porta-potties and/or a store and pump system for flushable toilets (until sewer is available).

TOWN USE  
ORDINANCE



- Trash receptacles in the grandstands and pits are provided. They will be picked up and maintenance after each event.
- Grounds keeping and facility maintenance activities will be conducted on a regular basis.

# **DRAFT**

# **Old Home Speedway**

# **Emergency Action**

# **Plan**

## Emergency Action Plan

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### **Contact Information**

Questions regarding the Emergency Action Plan shall be directed to the Emergency Services Coordinator:

David Brinkley

7715 E Cocopah Drive, Prescott Valley Arizona, 86314

**Phone: 928-775-2018 Mobil: 928-460-2890 email: [davidbrinkley@centruylink.com](mailto:davidbrinkley@centruylink.com)**

## **Statement of Purpose**

### **Introduction**

The following Emergency Management Plan (EMP) establishes procedures to protect people and property during an emergency situation at Old Home Manner Speedway. This plan identifies and assigns personnel to various emergency tasks and responsibilities, thus creating the Site Emergency Team. This plan defines emergency response systems for on-track emergencies and off-track occurrences. This plan provides for coordination between the Site Emergency Team and government authorities to promote an effective response.

This document describes the emergency management procedures for handling incidents involving on track single vehicle crashes to complex scenes requiring a variety of outside resources. Its primary intent is to give first responders, local fire departments, EMS agencies and track management an understanding of how they fit into the plan. After reading the plan personnel should be able to answer the following questions:

1. What position might I be required to fill?
2. Who would I report to, and whom would I supervise in an emergency incident?
3. Where should I report in the event of an incident?

All track management personnel shall familiarize themselves with this plan and be able to render assistance as needed in order to reduce injury, loss of life and property damage. This document includes position descriptions and specific duties required for the position. Some assignments are pre-determined for individuals with specialized administrative or support functions.

## **Incident Management System**

### **An Overview**

Emergency incidents on the facility property are managed using the Incident Management System (IMS) IMS is a nationally recognized system with considerable flexibility, allowing it to grow or shrink based on the demand and magnitude of the situation.

The basic IMS operating guideline designates the person responsible for the incident as the Incident Commander, who is responsible until authority is delegated to another person. Thus in all small situations where additional personnel are not required, the Incident Commander will manage all aspects of the incident from beginning to end.



As the magnitude of a situation increases the management structure expands. The goal is to expand the structure in such a way that no more than 3 - 5 people report directly to any single person. The Incident Commander will assign people to duties as needed. Should the incident demand involvement by multiple agencies the organizational structure will evolve into one of Unified Command where representatives of all the different agencies work under the Incident Commander. Flexibility is the key element. In the evolving emergency situation positions shift as more appropriate or experienced people arrive.

### **Command**

Overall command is the responsibility of the Incident Commander.

The Onsite Incident Commander is responsible for ensuring the safety of the scene, rescuers and bystanders.

The Incident Commander may appoint Assistants.

The Incident Commander is responsible for ensuring that adequate resources are summoned.

Response to regular on track incidents shall be accomplished with the Track Safety Crew. In an event where spectator injury, multiple injuries or a death occurs the IMS is to be initiated by the highest ranking Deuce's Wild, LLC representative available.

When the IMS is activated:

1. Track Security, (with Chino Valley PD, as required) is responsible for securing the site for rescue operations.
2. Equipment, Supplies and personnel are to assemble at the staging area, and dispensed as needed.
3. **All medical control is the jurisdiction of the track EMS until 911 responders arrive and take over command and control.**

### **Creation of an Incident Command Post**

When an incident requires outside resources, establishing a command post is essential.

The following prearranged areas can be used: The Scoring Tower, the Track Office, and The Pit Board Stand.

### **Response Levels**

The response to an emergency situation is dictated in part by the commitment of resources required to successfully resolve the problem.

#### **Level 1 Response**

Definition: A level 1 response in an emergency that requires no more than the resources to manage one patient requiring advance life support.

In a level 1 response the first responding unit handles all command and general staff responsibilities. Additional arriving resources become triage and treatment personnel as dictated by the size of the incident.



## **Level 2 Response**

### **Definition:**

A level 2 response is an emergency that requires the additional resources to manage two patients requiring advance life support or meeting the "Immediate" criteria in the START triage system.

## **Level 3 Response**

### **Definition:**

A Level 3 Response in an emergency requiring extensive resources for extrication, or other logistical support. Level 3 Response includes situations with 3 or more patients requiring advanced life support or three or more patients falling in the "Immediate" category in the START triage system.

## **Operational Overview**

At the time of the initial response to an incident, the first responding unit will handle all of the command and general staff responsibilities. Additional arriving resources become triage and treatment personnel as dictated by the size of the incident. In a Level 1 Response the organizational structure does not progress beyond an IC and triage/Treatment Leader.

Base upon the characteristic of the incident found at the time of the initial response, additional resources are requested by the IC and then dispatched. A Command Post is established and announced. The IC will add resources like security and/or law enforcement and others, as needed.

## **MCI Response**

When the nature of the situation is such that additional outside resources and support is required a Level 3 response is required. A Level 3 response requires the immediate summoning of outside resources. The track IC will coordinate with the responding local agencies, Chino Fire, Chino Valley PD for will assume command and control of the incident using standard IMS protocol for transferring command and control. Track personnel will remain at their stations until released and/or assist in response activities as directed by the responding agencies Incident Commander.

## **Triage**

Triage is carried out using the Simple Triage and Rapid Treatment (START) method. No more than 30-60 seconds should be spent on a single patient. Triage tags should be used at anytime there are three or more patients.

## **Treatment Areas**

Treatment Areas may be established at the request of the Incident Commander or other to benefit patient care. Predetermined treatment areas or any location deemed appropriate by the Incident Commander might be used. The first area that should be established is for those victims with minimal or minor injuries. By removing these patients from the scene



first, the emergency responders are provided with quicker access to those critically injured and begin the incident stabilization process.

Treatment Areas should be located in an area that is:

- 1.Safe
- 2.Large enough to handle the number of victims
- 3.Easily accessible to rescue vehicles

Once patients have been triaged, continuous triage and patient evaluation should occur until all patients have been treated and/or transported to their receiving facility.

Personnel assigned to the treatment area should at all time function only within their scope of practice and under medical control as allowed by local regulations.

### **Transportation**

Transportation of patients shall be determined and arranged through the Incident Commander and/or his designee utilizing the most appropriate means of transportation and to the most appropriate facility.

### **Staging Areas**

Staging areas are used as gathering points for incoming resources to wait until assigned a task by the Incident Commander. Possible Staging Areas will be the roadway north of the grandstands, the concourse, the pits and the track infield.

### **Position Descriptions**

#### **First Responder**

**Function:** Overall management of the incident in Level 1 and Level 2 incidents.

Management of scene until others assume IMS positions in higher-level incidents.

#### **Duties:**

1. Stop outside of the affected area and get the "big picture"
2. Provide size up report to communications including the following:
  - Location of Incident
  - Type of Incident
  - Number of Patients
  - Any Additional Resources required
3. Remember safety, isolate and deny entry
4. Start triage using START triage system

#### **Incident Commander**

**Function:** The IC's responsibility is the overall management of the incident. The IC will remain in command and control until the incident is completed; or in higher-level incidents he is relieved of command by others.

#### **Duties:**

1. Go to the scene and be briefed by the current IC
2. Establish the immediate priorities
3. Establish Command Post, as needed
4. Establish appropriate organization

5. Ensure safety measures are in place
6. Coordinate command, general staff and key people and officials
7. Authorize release of information to the media.
8. Order demobilization of the incident when appropriate.

### **Information Officer**

**Function:** Acts as a liaison between media and IC.

#### **Duties:**

1. Determines form IC limits on information released.
2. Releases and updates the media on the incidents

### **Safety Officer**

**Function:** The SO immediately corrects situations that create imminent hazard to personnel.

#### **Duties:**

1. Go to scene get briefing from IC
2. Identify hazardous situations
3. Exercise emergency authority to stop and prevent unsafe acts.

### **Assignment During Major Events**

#### **Level 3 Response Actions**

A Level 3 response requires the immediate summoning of outside resources. The responding local agencies, Central Yavapai Fire, Prescott Valley PD will assume command and control of the incident using standard IMS protocol for transferring command and control. Track personnel will remain at their stations until released and/or assist in response activities as directed by the responding agencies Incident Commander.

### **Communications Plan**

All internal track communications will handled on by using the track's two-way radios. All radios will be tuned to the same channel. Communication outside of the track will be provided by cell phone and landline, as it is available.

### **ALL LEVEL 3 EMERGENCIES CALL: "911"**

#### **Off- Site phone numbers:**

|                                |          |
|--------------------------------|----------|
| Chino Valley Police Department | 636-4223 |
| Chino Valley Fire District     | 772-7711 |
| Life Line Ambulance            | 445-3811 |



## **Other Emergencies**

### **Security Issues**

If you find a suspicious package:

1. Do not remove the item
2. Notify security and speedway management
3. Remain at a safe distance and await instructions from security and/or law enforcement

Verbal or Personal Threats or Civil Disturbances

1. Remove yourself as soon as possible from the situation
2. Notify Security on the Radio
3. Security will call for appropriate backup; then respond as the situation dictates.

No verbal or physical threats will be tolerated. Security will contact Chino Valley Police Department and have the offender removed and/or arrested for trespass and/or assault as applicable.

### **Medical Problems**

If you encounter a medical emergency:

1. Request medical assistance on the Radio or at the Scoring Tower
2. EMT/paramedics will be staffing the ambulance located at the east end of the concourse. Contact them directly as necessary.
3. If necessary call 911

### **Severe Weather Plan**

During severe weather any event is subject to cancellation at anytime, at the discretion of the Track management. In the event severe weather strikes during an event:

1. Assure that ALL gates and exits are open.
2. Evacuate the grandstands and premises

### **Apparent Death at the Scene**

Because there are onsite medical teams very few incidents might occur in which attempts at resuscitation should not be made. There are some instances in which declaration of death is unavoidable. High public visibility and the potential for creating a public spectacle require a special approach to death in the setting of a mass gathering event. At the same time, the importance of preserving the evidence that might be necessary to complete investigations by the police and medical examiner or coroner must be recognized. Indications that a patient cannot be resuscitated include the following:

1. Decapitation
2. Incineration of the torso and head
3. Massive crush injury and/or penetrating injury with evisceration or total destruction of the heart, lung, and /or brain and absence of vital signs
4. Gross dismemberment

In the absence of decapitation or incineration, all patients shall be treated with the appropriate medical protocol, and transported to the nearest medical facility.

**If it is apparent that there has been a death or multiple death:**

1. Security will provide control of the scene until relieved by an appropriate law enforcement agency.
2. Documentation of the medical response and care provided are the responsibility of those involved in handling the situation.
3. The situation is NOT to be discussed with any media representatives.

**Fire Fighting**

On site fire fighting resources include fire extinguishers, the track's fire engine and water pull which will be staffed by trained safety crew personal and ready to respond to any fire at the Speedway. Any condition that is beyond the capacity or expertise of this component requires outside help. Call 911.

**Emergency Medical**

Initial onsite Medical response will be provided by the tracks safety crew and the track's ambulance staffed with an EMT. Any condition that is beyond the capacity or expertise of this component requires outside help. Call 911.



DRAWINGS FOR THE  
CONSTRUCTION OF  
PROPOSED

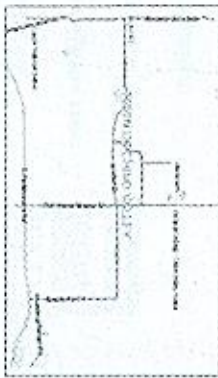
## Old Home Speedway

Old Home Manor

TOWN OF CHINO VALLEY  
ARIZONA



AUGUST 2016



OLD HOME SPEEDWAY  
COVER PAGE

#### General Notes:

All Earthwork conducted at the site is the responsibility of the Developer.

Construction and Operation water is to be provided through the Town of Chino Valley facilities.

Construction and Operation water may be non-potable. Signs indicating such will be provided by the Developer.

Storm-water releases shall be no greater than pre-development conditions.

Appropriate environmental safeguards shall be imposed to minimize and/or reduce contamination of the project site.

Due to the lack of access to sanitary sewer, sanitary conveniences in the form of porta-johns or store and pump facilities shall be utilized until such time permanent facilities become available.

All trash, rubbish and garbage generated on or by the site is the responsibility of the developer/operator to dispose of properly.

Access to electrical power may not be available. As such the developer shall provide his own power, and is responsible for his own electrical system.

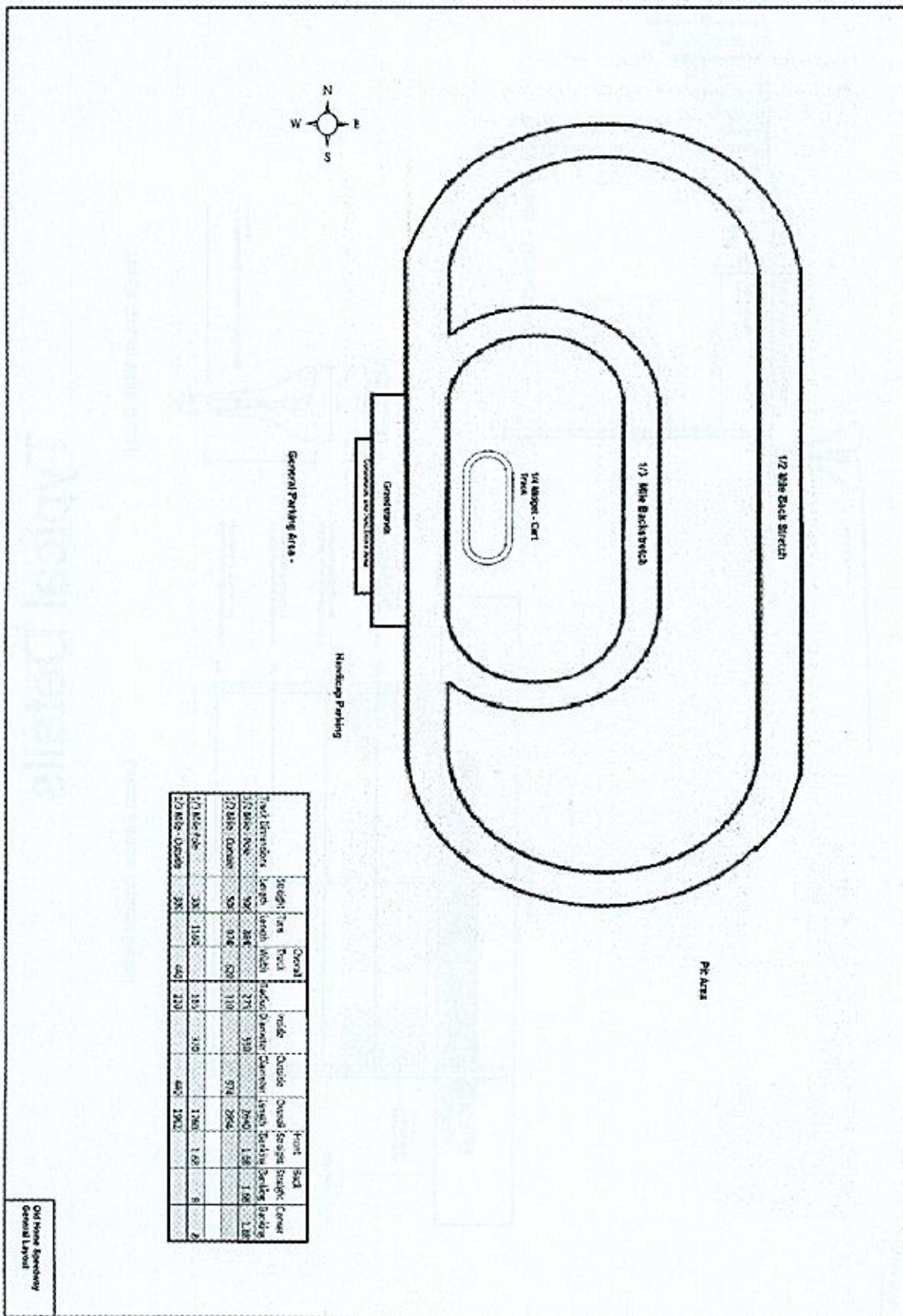
Lighting for the facility shall include such casual lighting as is required to provide safe ingress and egress during night time operations.

The facility shall include parking, seating and comfort stations as required to comply with Americans Disability Act provisions.

Facility operator safety facilities, such as fences, walls, clear zones, signage and other shall comply with industry standards and are subject to improvement as technology improves.

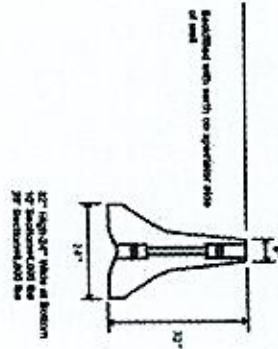
The Developer is solely responsible for the design, construction, maintenance and improvement of the facilities. The Town of Chino Valley is not expected to provide such expertise, and with the exception of imminent threat of life, or safety shall not have any responsibility in the design, review or inspection for the safety features of the facility.



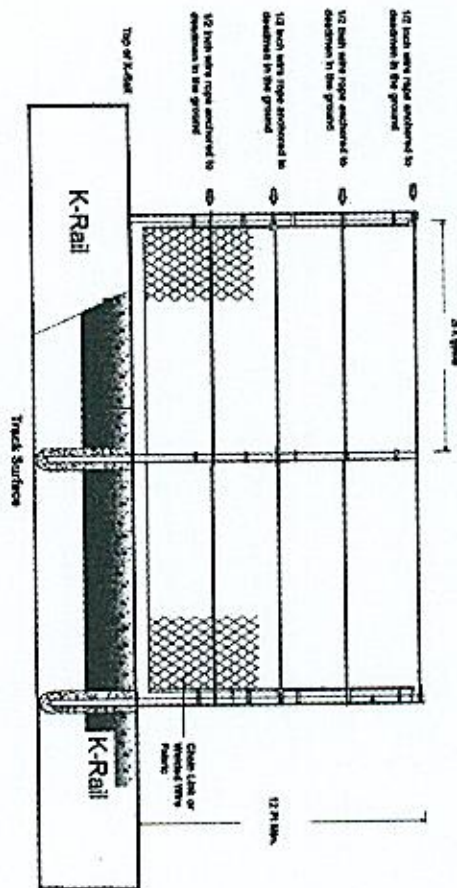


# Typical Details

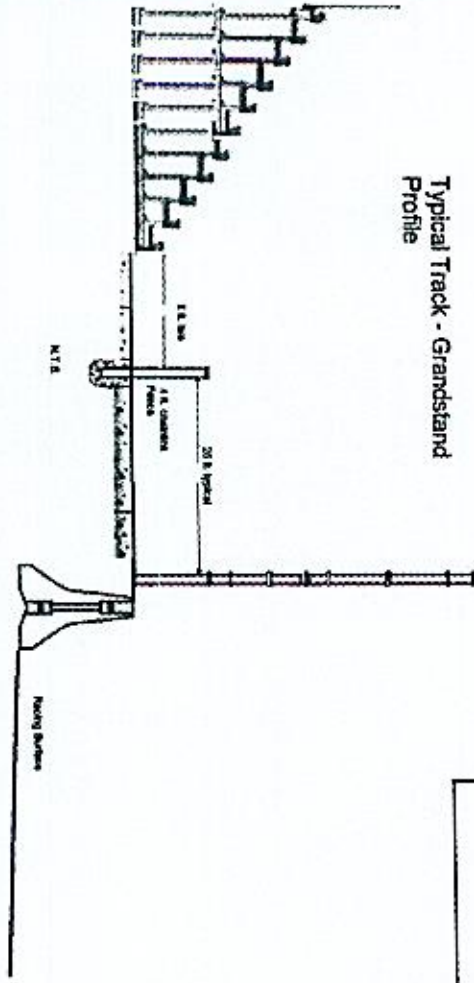
Track Crash Wall Detail



Crash Fence Typical Detail

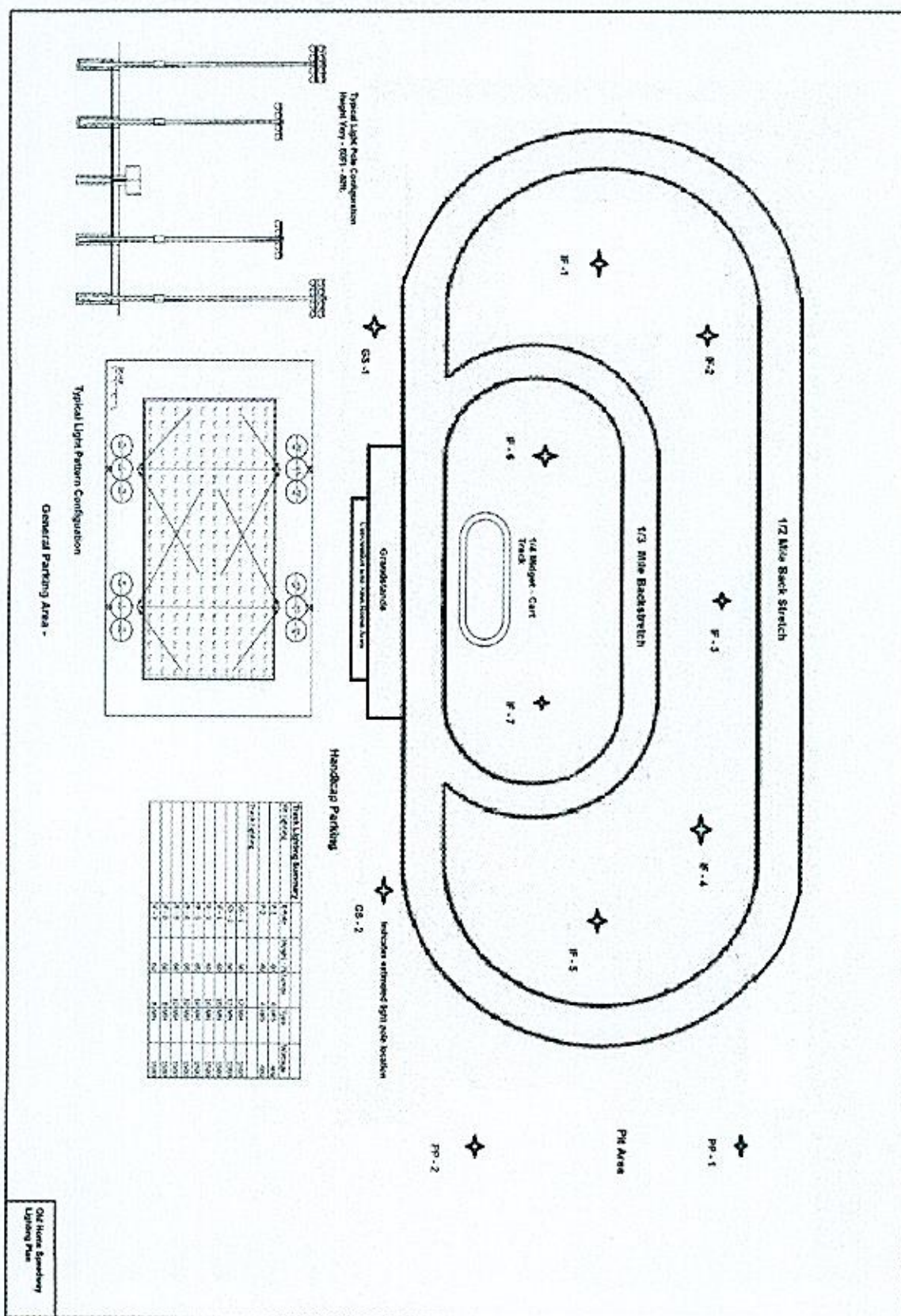


Typical Track - Grandstand Profile



Typical Details







# TALKING POINTS FOR MOTORSPORTS LEASE

LOCATION: EAST SIDE OF SQUARE #12 ON O.H.M. MAP

## ① DATES + TIMES

WEEK NIGHT ~~LEAVE~~  
PROPOSED: ~~THURS~~ 6:00 P/m - 9:00 P/m

SAT 5:00 P/m - 10:00 P/m

SUN 5:00 P/m - 10:00 P/m

~~CONSIDER FRIDAYS~~ FRIDAYS QUIET EVENTS (LIKE CAR SHOWS)

REQUESTED: ~~THURS~~ 6:00 P/m - 9:30 P/m

SAT 9:00 P/m - 10:30 P/m

SUN 2:00 P/m - 10:30 P/m

POSSIBLE HOLIDAY SCHEDULE (MAYBES OR FRIDAYS)

APRIL TO OCTOBER RACING SEASON

## ② DECIBEL RATINGS FOR MUFFLERS: 95 DB @ 100'

## ③ HOUSEKEEPING

PROPOSED: DUST CONTROL, TRASH CLEANUP, NEAT APPEARANCE

REQUESTED: SPEEDWAY INFORMATION P. 4

## ④ TRAFFIC CONTROL

PROPOSED: SAME AS HORSEMEN'S LEASE

REQUESTED: SPEEDWAY INFORMATION (BOTTOM P. 2, TOP P. 3)



⑤ SAFETY: EMERGENCY ACTION PLAN AS MODIFIED BY CHINO P.D. AND FIRE

⑥ GOOD NEIGHBOR POLICY - DISPUTES SETTLED BY COUNCIL?

⑦ LENGTH OF LEASE:

PROPOSED: 10 YR w/ RENEWABLE 5 YR INCREMENTS

\* REQUESTED: 20 YR w/ 5 YEAR <sup>(CONTINUED IMPROVEMENT)</sup> PERFORMANCE MEASURES

⑧ FUTURE EXPANSION (MOTORCROSS, DRAGSTRIP)

PROPOSED: APPROVAL BY TOWN COUNCIL REQUIRED

REQUESTED: SUBMIT SITE PLAN

⑨ UTILITIES

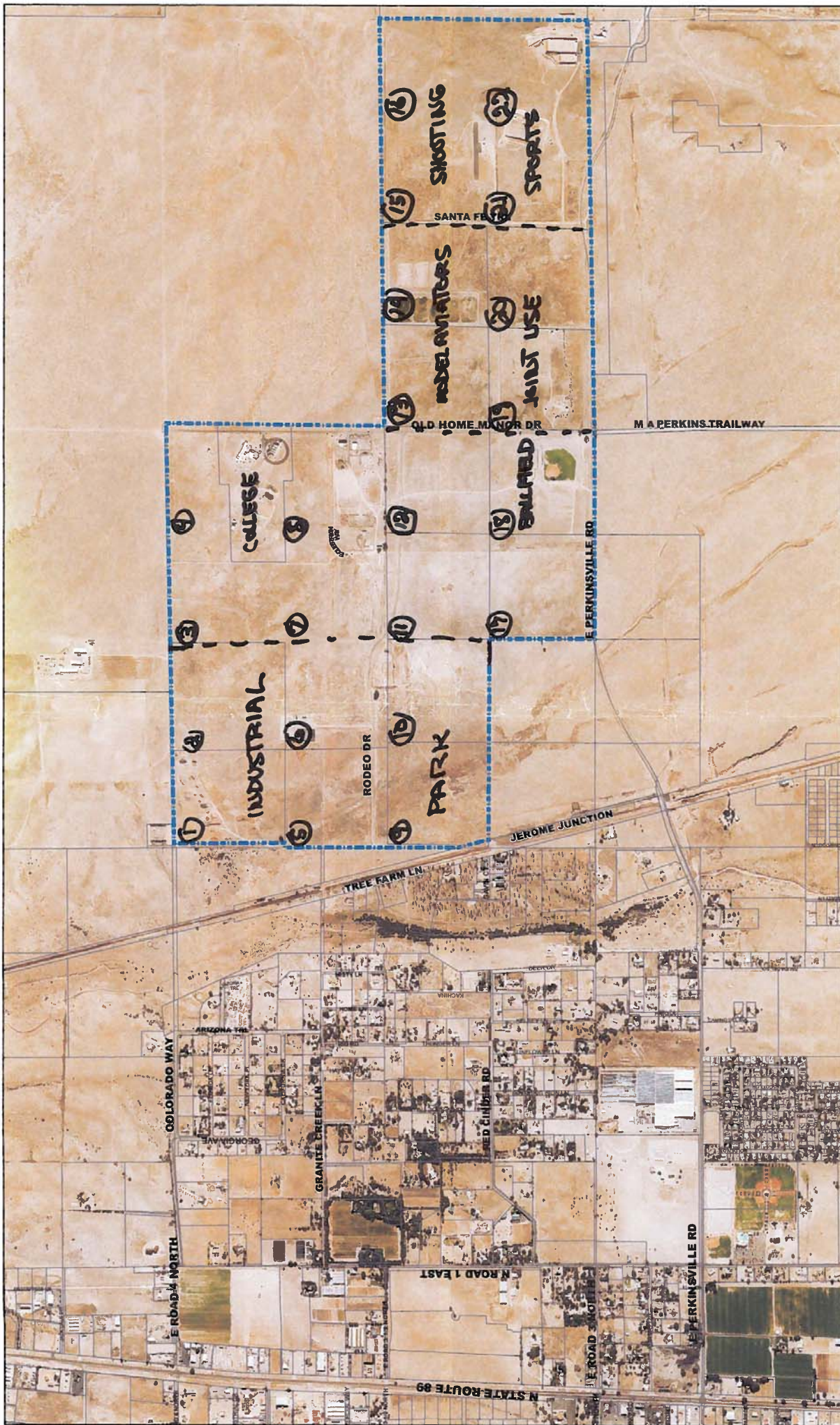
PROPOSED: ~~SEWER~~ WASTE - VAULT + HAUL (PORTA-POTTIES FIRST YEAR) WITH MANDATORY SEWER HOOKUP WHEN IT BECOMES AVAILABLE

WATER - HAUL AS NEEDED (20,000 - 40,000 / DAY OF OPERATION)

POWER - ONSITE GENERATORS (MAYBE HOUSE POWER LATER ON)

⑩ FINALIZED SCHEDULE: AVAILABLE JAN 1<sup>ST</sup> OF EACH YEAR





1 inch = 0.25 miles



The Town of Chino Valley assumes no responsibility for errors, omissions, or other inaccuracies in this mapping product.

## OLD HOME MANOR



**Town of Chino Valley**  
202 N State Route 89  
Chino Valley, AZ 86335  
(928) 628-2446 FAX (928) 625-2144



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. b.

**Meeting Date:** 10/11/2016  
**Contact Person:** Ruth Mayday, Development Services Director  
 Phone: 928-636-4427 x-1217  
**Department:** Development Services  
**Item Type:** Action Item  
**Estimated length of staff presentation:** 10 minutes  
**Physical location of item:** SR 89 and E. Road 2 South

### AGENDA ITEM TITLE:

Consideration and possible action to approve a Conditional Use Permit for an electronic LED (Light-Emitting Diode) gasoline price display sign at 995 S. State Route 89, Yavapai County Assessors Parcel No.306-29-047C. (Ruth Mayday, Development Services Director)

### RECOMMENDED ACTION:

Motion to approve a Conditional Use Permit for an electronic LED gasoline price display sign to be located at 995 South State Route 89, as stated in the application.

### SITUATION AND ANALYSIS:

995 S. State Route 89, Chino Valley, Arizona, consisting of Assessor's Parcel Number 306-29-047C, located in the northeast quarter of Section 27, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Surrounding zoning includes Commercial Light (CL) in every direction, and Single-Family Residential, 2-acre minimum (SR-2) zoning about 250 feet to the east.

1. Applicant:.....Signs Plus
2. Owner:.....Carioca Company
3. Parcel Number.....306-29-047C
4. Site Area.....1.47 acres, approx.
5. Existing zoning:.....CL
6. Intended Use.....Electronic LED Gasoline Display Sign

### Summary of Issues and Staff Rationale

The purpose of this request for the granting of a Conditional Use Permit for an electronic LED gasoline price display sign to be located at 995 S. State Route 89, on an approximately 1.54 parcel, 306-29-047C. The subject parcel is located in the northeast quarter of Section 27, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. The sign is to be placed on the Northeast corner of State Route 89 and E. Road 2 South. Surrounding zoning includes Commercial Light (CL) in every direction, and Single-Family Residential, 2-acre minimum (SR-2) zoning about 250 feet to the east.



The property is zoned CL, and has been in use as a convenience store since 1984. The proposed electronic LED sign will be part of an overall update to the signage on-site. The proposed sign will be part of a larger 49 1/2 x 55 sign array and will be approximately 23 7/8 x 42 5/8 in size. The sign will be used only to display gasoline prices, and will provide convenience for store employees, who will no longer be required to walk out and change interchangeable numbers to change gasoline prices.

#### History

Currently there is an existing convenience store (currently a Shell branded station) and gas station on-site, as well as the Little Caesar's Restaurant. The convenience store has been in place since 1984, and business license and permitting records indicate that the building was branded as a Chevron until 2007, at which point the branding was changed to Shell. An addition in 2006 added Subway as an amenity at this location, and the Subway was at this location until 2008, at which point, Café Charro Mexican Grill took over the lease. In 2012, Little Caesar's began business, and remains there today. The applicant submitted the proposed electronic sign as part of an overall sign package, which is attached the Agenda Packet, and was directed to apply for a Conditional Use Permit.

Per Citizen Participation requirements, a Neighborhood Meeting was held on August 22, 2016, on-site, at 1:00 PM. Only the applicant's agent was in attendance at the neighborhood meeting.

#### Applicable Policy

#### Satisfaction of Policy

#### Findings of Fact

The purpose of the applicants request is to be able to construct and maintain an electronic LED gasoline price display sign. A conditional use permit is necessary because the Chino Valley Unified Development Ordinance does not allow as a permitted use electronic signage. The request will not be materially detrimental to persons residing or working in vicinity adjacent to the property, to the neighborhood, or to public welfare.

---

### **Fiscal Impact**

#### **Attachments**

Legal Description Exhibit A  
 Zoning Map Exhibit B  
 Site map  
 Signage Package  
 Staff Brief

---



**Exhibit A**

**ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 16 NORTH, RANGE 2 WEST OF GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27;**

**THENCE SOUTH 89 DEGREES, 29 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1648.40 FEET TO THE TRUE POINT OF BEGINNING;**

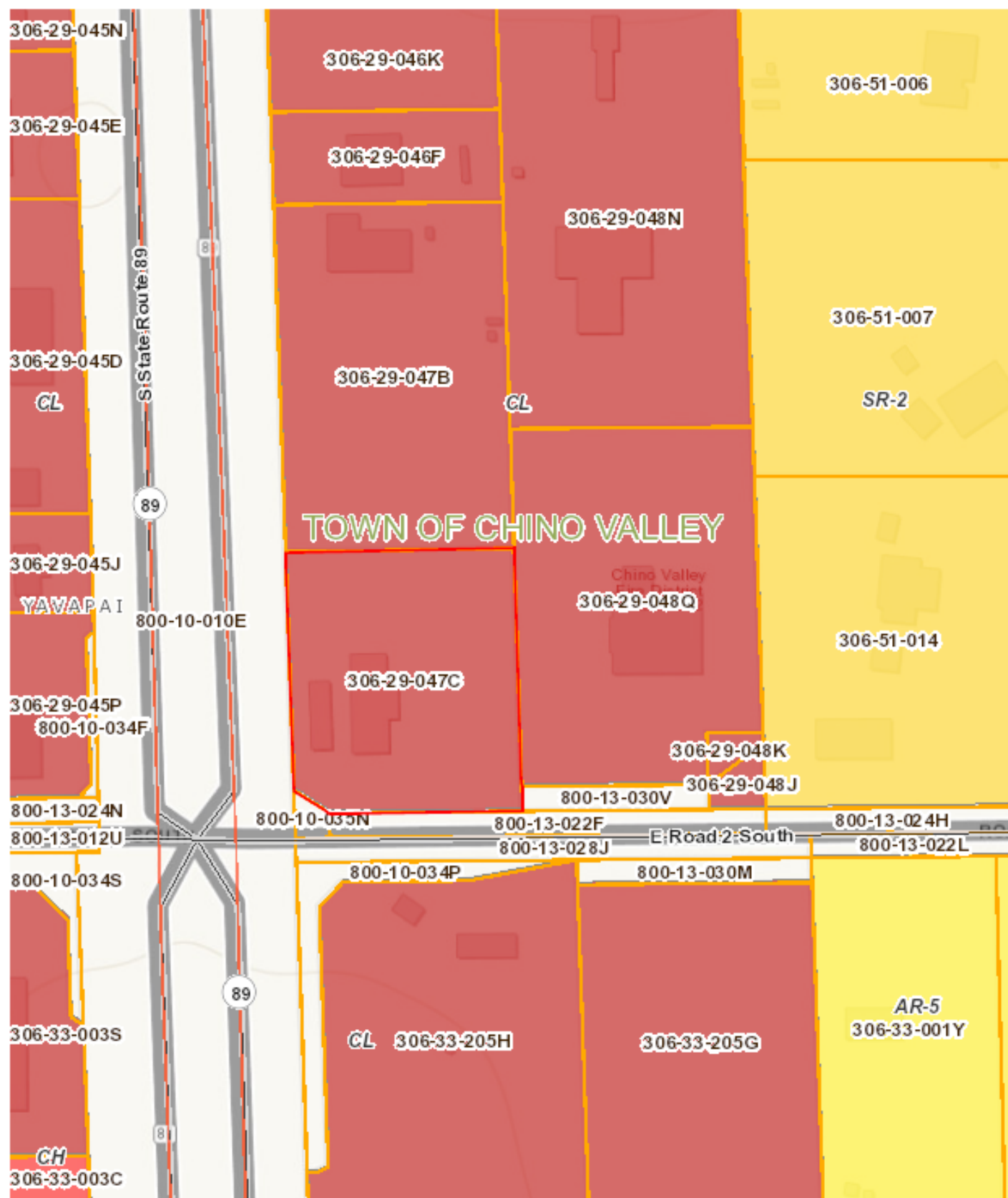
**THENCE SOUTH 89 DEGREES, 29 MINUTES, 00 SECONDS WEST, ALONG SAID SOUTH LINE. 232.71 FEET TO A POINT ON THE EAST RIGHT OF WAY OF U. S. HIGHWAY 89;**

**THENCE NORTH 01 DEGREE, 57 MINUTES, 54 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 290.40 FEET;**

**THENCE NORTH 89 DEGREES, 27 MINUTES, 21 SECONDS EAST, 232.78 FEET;**

**THENCE SOUTH 01 DEGREE, 57 MINUTES, 00 SECONDS EAST, 290.51 FEET TO THE TRUE POINT OF BEGINNING.**

# Zoning Map Shell



*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*



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06/01/2016

995 S Highway 89, Chino Valley

Revision 1: 06/01/2016

**SIGNS** PLUS

Dale Johnson  
C - 928.713.8802  
O - 623.780.1544  
9200 E. Valley Road  
Prescott Valley, AZ 86314

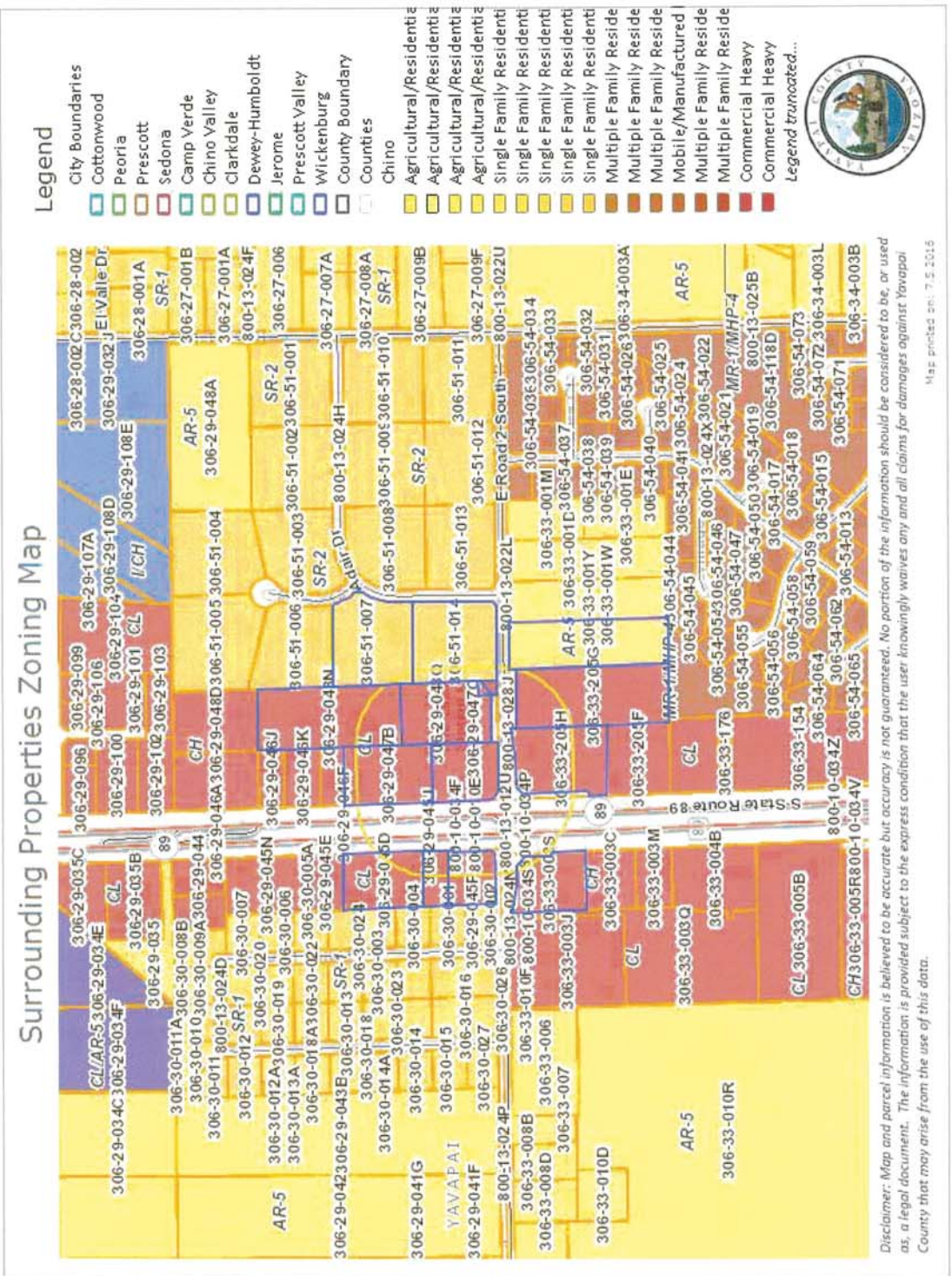
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|            |                                                                         |
|------------|-------------------------------------------------------------------------|
| PROJECT:   | 9200 Valley Rd.<br>Prescott Valley,<br>Arizona<br>86314<br>800-257-5095 |
| LOCATION:  | Shell                                                                   |
| DATE:      | 06/01/2016                                                              |
| DESIGNER:  | AL                                                                      |
| SCALE:     | AS NOTED                                                                |
| REVISIONS: | RT-06/01/2016                                                           |
| SHEET:     | 3 of 9                                                                  |

|                   |                                                                  |
|-------------------|------------------------------------------------------------------|
| CUSTOMER APPROVAL |                                                                  |
| BY:               | <input type="checkbox"/> WBS CHS <input type="checkbox"/> W/ CHS |
| DATE:             |                                                                  |



Architectural rendering of a Shell gas station showing the North and South elevations. The North Elevation (A) shows a 21'-0" wide canopy with a 3'-6 1/2" high sign and a 19'-8" high structure. The South Elevation (B) shows a similar view from the opposite side, highlighting the Diesel sign and the 3'-6 1/2" high sign. Both elevations are scaled at 3/16" = 1'-0".

**SIGNSP**  
Plus

Account Executive:  
Dale Johnson

Designer:  
AL

Design Number:  
6205

DATE:  
06/01/2016

SCALE:  
AS NOTED

REVISIONS:  
R1-06/01/2016

PROJECT:  
Shell

LOCATION:  
995 S Highway 89, Chino Valley

800-257-5095

9200 Valley Rd.  
Prescott Valley,  
Arizona  
86314

SHEET:  
4 of 9

CUSTOMER APPROVAL

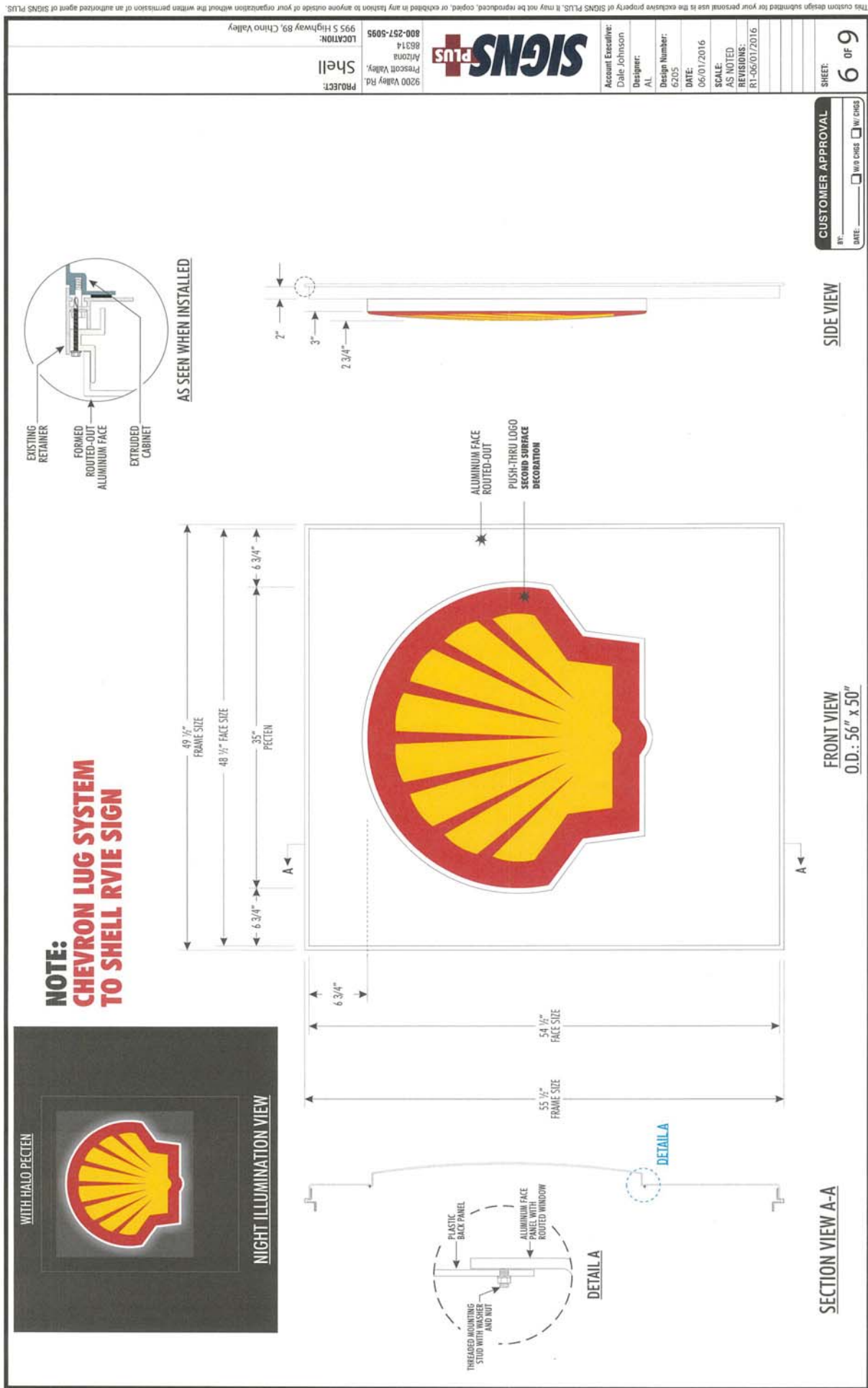
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

☐ NW CHS ☐ W/ CHS

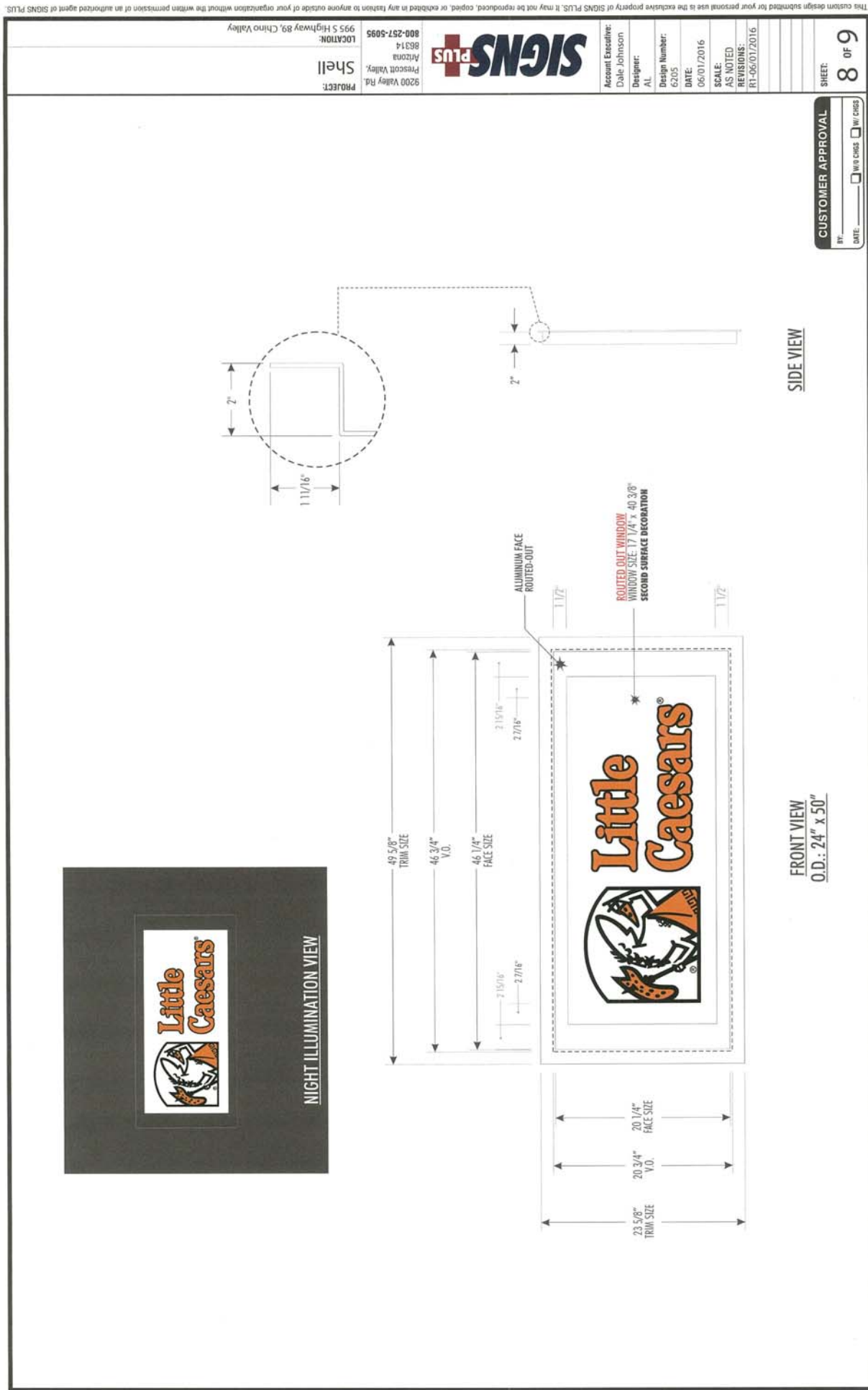


















Development Services Department  
1982 N. Voss Drive #203  
Chino Valley, AZ 86323

928-636-4427  
928-636-6937  
www.chinoaz.net

# Planning and Zoning Commission Staff Brief

Date: September 6, 2016

Agenda Item: CUP16-001

Location: 995 S. State Route 89; Parcel #: 306-29-047C

## Summary

The purpose of this request for the granting of a Conditional Use Permit for an electronic LED gasoline price display sign to be located at 995 S. State Route 89, on an approximately 1.54 parcel, 306-29-047C. The subject parcel is located in the northeast quarter of Section 27, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Surrounding zoning includes Commercial Light (CL) in every direction, and Single-Family Residential, 2-acre minimum (SR-2) zoning about 250 feet to the east.

The property is zoned CL, and has been in use as a convenience store since 1984. The proposed electronic LED sign will be part of an overall update to the signage on-site. The proposed sign will be part of a larger 49 ½" x 55 ½" sign array and will be approximately 23 <sup>7</sup>/<sub>8</sub>" x 42 <sup>5</sup>/<sub>8</sub>" in size. The sign will be used only to display gasoline prices, and will provide convenience for store employees, who will no longer be required to walk out and change interchangeable numbers to change gasoline prices.

## History

Currently there is an existing convenience store (currently a Shell branded station) and gas station on-site, as well as the Little Caesar's Restaurant. The convenience store has been in place since 1984, and business license and permitting records indicate that the building was branded as a Chevron until 2007, at which point the branding was changed to Shell. An addition in 2006 added Subway as an amenity at this location, and the Subway was at this location until 2008, at which point, Café Charro Mexican Grill took over the lease. In 2012, Little Caesar's began business, and remains there today. The applicant submitted the proposed electronic sign as part of an overall sign package, which is attached the Agenda Packet, and was directed to apply for a Conditional Use Permit.



Per Citizen Participation requirements, a Neighborhood Meeting was held on August 22, 2016, on-site, at 1:00 PM. Only the applicant's agent was in attendance at the neighborhood meeting.

## Findings of Fact

The purpose of the applicants request is to be able to construct and maintain an electronic LED gasoline price display sign. A conditional use permit is necessary because the Chino Valley Unified Development Ordinance does not allow as a permitted use electronic signage. The request will not be materially detrimental to persons residing or working in vicinity adjacent to the property, to the neighborhood, or to public welfare.

## Recommendation

Staff recommends forwarding the application on to Town Council with the recommendation of approval.



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. c.

**Meeting Date:** 10/11/2016  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Town Clerk  
**Item Type:** Action Item  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics. (Jami Lewis, Town Clerk)

### RECOMMENDED ACTION:

Affirm or reschedule study sessions for the remainder of 2016 and schedule discussion topics.

### SITUATION AND ANALYSIS:

#### Issue Statement

There are three study session dates left in 2016:

- October 18
- November 15
- December 20

Staff has also tentatively scheduled an Open Meeting Law training for Council, staff, and public body members on January 17, 2017. Staff desires Council direction as to scheduling items for these three final dates. Topics and desired dates currently in the queue are:

|             |                                           |                   |                      |
|-------------|-------------------------------------------|-------------------|----------------------|
| 10/18/16    | Manufactured home sales tax               | Joe Duffy         | Finance              |
| 11/15/16    | Customer Service/Utilities code changes   | Cecilia Grittmann | General Services     |
| Unscheduled | Agribusiness/Agritourism overlay district | Ruth Mayday       | Development Services |
| Unscheduled | UDO amendments re sign regulations        | Ruth Mayday       | Development Services |
| Unscheduled | Dog ordinance revision*                   | Chuck Wynn        | Police               |
| 12/20/16    | None scheduled                            |                   |                      |

|         |                           |                |               |
|---------|---------------------------|----------------|---------------|
| 1/17/17 | Open Meeting Law overview | Phyllis Smiley | Town Attorney |
|---------|---------------------------|----------------|---------------|

\*Town Attorney Smiley desires to know if Council wants to consider this item in Study Session before it goes on the agenda for approval. If so, and if the Public Safety Subcommittee needs to review it again before it moves forward, she recommends the November 15 Study Session. If a Study Session is not necessary, staff could schedule the item for approval on November 8.

**Applicable “Policy”**

**Satisfaction of “Policy”**

**Summary of Issues and Staff Rationale**

**Findings of Fact**

---

**Fiscal Impact**

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

---

**Attachments**

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. d.

**Meeting Date:** 10/11/2016  
**Contact Person:** Amy Lansa, Administrative Technician  
 Phone: 928-636-2646 x-1052  
**Department:** Council  
**Item Type:** Action Item  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:**

### AGENDA ITEM TITLE:

Consideration and possible action to:

- (i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Electors whenever it is offered; and
- (ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon the acceptance of Mayor Marley's resignation from that position.

### RECOMMENDED ACTION:

- (i) Accept Mayor Marley's resignation as Town representative to the Yavapai Regional Medical Center Board of Elector whenever it is offered; and
- (ii) Appoint Mayor-Elect Darryl Croft as representative to the Yavapai Regional Medical Center Board of Electors upon acceptance of Mayor Marley's resignation from that position.

### SITUATION AND ANALYSIS:

Issue Statement As Mayor Marley cannot serve on this board after he is no longer in office, he intends to resign soon, and Council will need to appoint another representative. Vice-Mayor Croft has indicated that he is willing to be appointed.

Applicable & Policy

Satisfaction of Policy

Summary of Issues and Staff Rationale

Findings of Fact

### Fiscal Impact

### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 8. a.

**Meeting Date:** 10/11/2016  
**Contact Person:** Amy Lansa, Administrative Technician  
Phone: 928-636-2646 x-1052  
**Department:** Council  
**Estimated length** None  
**of Staff Presentation:**  
**Physical location of item:** N/A

---

#### AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or resignation of Robert Smith, Town Manager. (Mayor Marley)

---

#### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 8. b.

**Meeting Date:** 10/11/2016  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Council  
**Estimated length** None  
**of Staff Presentation:**  
**Physical location of item:** N/A

---

#### AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

---

#### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 9. a.

**Meeting Date:** 10/11/2016  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Council  
**Item Type:** Action Item  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to approve the Town Manager's Work Plan. (Mayor Marley)

### RECOMMENDED ACTION:

Move to approve the Town Manager's Work Plan (with modifications as directed by Council).

### SITUATION AND ANALYSIS:

At the direction of Council, the Town Manager's work plan was created to address Council concerns. The work plan was circulated to Council for comment, and was developed with the combined assistance of all Town department heads. The Town Manager has received conflicting input from Council members on required actions within the work plan. Approval of the plan, with any modifications directed by Council, will provide clear direction to the Town Manager for implementation of the plan.

### Fiscal Impact

### Attachments

Work Plan



# Town Manager's Office

202 N. Hwy. 89, Chino Valley, AZ 86323

928-636-2464 X 1201

[rsmith@ChinoAZ.net](mailto:rsmith@ChinoAZ.net)



Date: Tuesday, September 27, 2016  
To: Council, Smiley, Leadership  
Re: Work Plan for Council Assignment Letter 9/14/16

Council –

I am in receipt of your assignment dated 9/14/16 via Phyllis Smiley's letter, and offer the following in good faith.

The development of this work plan involved communications/feedback with individual councilmembers, the town attorney and town staff. The required action items in Council's letter of 9/14 (items 1-6 below) require some changes to staff processes and reporting, and may take time to refine to full affect – we will pursue this with our immediate, best efforts and good faith.

Implementation of the below required action items (1-6) would only be limited if such would create a conflict with:

- A. Current, Council adopted Town Code or Policy,
- B. State Code or Law,
- C. Open Meetings Law,
- D. Federal Code or Law
- E. ICMA or AICP Codes of Ethics

Should any such conflict emerge, the Town Manager will report same immediately to Council to solicit official direction from the body.

Implementation of the below will commence on Monday 9/26/16.

Should Council, as a body, request amendment or modification of this approach, such changes shall be implemented immediately.

Required Action Items per Page 2 of the aforementioned assignment letter.

1. Establish a written process to assure that all councilmembers are included in communications from you to other councilmembers
  - a. From this point forward and to all extents possible, all communications between the Town Manager and any councilmember will be copied to all councilmembers regardless of topic.
    - i. Verbal communications between councilmembers and the Town Manager will be summarized and reduced to writing and distributed via email to all councilmembers.

# Town Manager's Office

202 N. Hwy. 89, Chino Valley, AZ 86323

928-636-2464 X 1201

[rsmith@ChinoAZ.net](mailto:rsmith@ChinoAZ.net)

- ii. Email and written communications between councilmembers and the Town Manager will be summarized and reduced to writing and distributed, or carbon copied via email to all councilmembers.
  - iii. All councilmember communications with department heads and subordinates will be reported directly to the Town Manager in writing, and will be distributed via email to all councilmembers.
- 2. Provide Council with complete and accurate information on all pending projects and a plan to continue this into the future.
  - a. From this point forward, and to all extents possible, project and progress reporting will be increased to a weekly or bi-weekly frequency and submitted in a written/email format to all councilmembers at the same time.
    - i. Such reporting will include a Gantt chart as requested by council, as well as written summaries to ensure that councilmembers have a uniform and accurate understanding of staff progress on projects.
    - ii. Such reporting will largely comprise of assimilated information from the Town Manager's weekly status reporting submitted by his direct reports.
- 3. Take ownership of all employees' actions
  - a. From this point forward, when staff mistakes are made, the Town Manager will verbally and in writing submit statement to all councilmembers indicating that he (the Town Manager) is responsible for the fault or mistakes made by staff.
  - b. The Town Manager will include in his statement of responsibility, any and all actions being taken to correct the mistake and ensure that it is not repeated.
- 4. Pursue good faith efforts to repair relationships with all councilmembers
  - a. The Town Manager shall contact all councilmembers (using phone, email and in-person meetings as desired by the councilmember and possible within the constraints of time), to discuss the following:
    - i. Any changes in managerial approach or service from the Town Manager that would create or foster a better working relationship with each councilmember
    - ii. Any particular subject areas, concerns or interests that individual councilmembers may have, in order for the Town Manager to focus his efforts to ensure each councilmembers' particular interests or focus is serviced to the councilmembers' satisfaction
    - iii. Any preferred method of communication that would help each individual councilmember communicate most effectively with the Town Manager – to include but not be limited to email, phone and in person communications

# Town Manager's Office

202 N. Hwy. 89, Chino Valley, AZ 86323

928-636-2464 X 1201

[rsmith@ChinoAZ.net](mailto:rsmith@ChinoAZ.net)

- iv. Any preferred schedule of calling or meeting, to include the Town Manager physically meeting with councilmembers at the location and time of their choosing
  - v. Any incidental or flexible schedule of calling or meeting, allowing councilmembers to drop by the Town Manager's office or request his presence at another location, or engage him in a telephone call during the week, within time frames allowing for such flexible communications – ie open office hours that allow councilmembers to access the Town Manager directly
  - vi. Within reason, the accessibility of the Town Manager via cell phone during the workweek, weekends, holidays, sick leave, vacation and out of town travel – which may include the Town Manager calling the councilmember back within a reasonable period of time.
- 5. Follow, without deviation, Council direction
  - a. Evidence of compliance with this directive should be apparent in progress reporting to councilmembers
- 6. Report all changes in staff job descriptions and changes in personnel to Council
  - a. All changes in staff job descriptions and changes in personnel will be reported to Council in writing via email



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 9. b.

**Meeting Date:** 10/11/2016  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Council  
**Estimated length** None  
**of Staff Presentation:**  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Consideration and possible action regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility. (Mayor and Council)

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#### Attachments

*No file(s) attached.*

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