



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, OCTOBER 24, 2017
6:00 P.M.**

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

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

AGENDA

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a.** Presentation by Juliana Goswick, President and CEO, Yavapai Big Brothers Big Sisters, and proclamation declaring November 2017 as "Charitable Tax Giving Month".

3. CALL TO THE PUBLIC

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

4. RESPONSE TO THE PUBLIC

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

5. CURRENT EVENT SUMMARIES AND REPORTS

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

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Gritman and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
- c. Report by Public Works Director/Town Engineer Frank Marbury regarding Old Home Manor Industrial Park improvements.

6. **CONSENT AGENDA**

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

- a. Consideration and possible action to approve Arizona Governor's Office of Highway Safety (GOHS) Contracts No. 2018-PTS-012 and 2018-AI-001, authorizing grants to the Town of Federal 402 funds in the amounts of \$23,430 and \$5,855, respectively, to be used for (1) STEP Enforcement and Enforcement Related Material and Supplies and (2) Accident Investigation Related Material and Supplies; and to authorize Chief Charles Wynn and Town Manager Cecilia Gritman to sign the contracts on behalf of the Town of Chino Valley. (Chuck Wynn, Police Chief)

7. **ACTION ITEMS**

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

- a. Consideration and possible action to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mark A. Holmes, P.G. for the purpose of providing professional water consultation, in the amount not-to-exceed \$10,000. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve Agreement for Professional Consulting Services between the Town and Mark A. Holmes, P.G., not to exceed \$10,000.

- b. (i) Public Hearing regarding application from Hot Pizzas LLC for a new Series 12 (Restaurant) Liquor License for Pizza Hut, located at 312 Market Place Drive in Chino Valley.
(ii) Consideration and possible action to recommend approval for a new Series 12 Liquor License for Pizza Hut. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Move to recommend approval for a new Series 12 Liquor License for Pizza Hut.

- c. Consideration and possible action to approve Financial Report for the three months ending September 30, 2017. (Joe Duffy, Finance Director)

Recommended Action: Approve Financial Report for the three months ending September 30, 2017.

- d. Consideration and possible action to approve Ordinance No. 17-840, approving a zone change from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) zoning district for approximately 5.78 acres of real property, generally located 744 feet south of the southeast corner of East Center Street and South Road 1 East at 185 South Road 1 East, and identified as Yavapai County Assessor's Parcel Number 306-25-002S. (Owner Jeffry Wilson; Applicant Mayday Consulting, PLLC) (Alex Lerma, Associate Planner)

Recommended Action: Approve Ordinance No. 17-840, approving a zone change from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) zoning district for approximately 5.78 acres of real property identified as Assessor's Parcel Number 306-25-002S.

- e. Consideration and possible action to approve Ordinance No. 17-839 approving the Development Plan for the Chino Valley Town Center Planned Area Development and rezoning approximately 25.63 acres of real property generally located 450 feet east of State Route 89, adjacent to and north of Road 1 South, from CL (Commercial Light) zoning district to CL (Commercial Light) zoning district with a Planned Area Development (PAD) overlay zoning district, 13.58 acres of which will be an active adult 55+ Park Model Community. (Owner Jim Fletcher; Applicant Granite Basin Engineering, Inc.) (Jason Sanks, Acting Development Services Director)

Recommended Action: Approve Ordinance No. 17-839 approving the Development Plan for the Chino Valley Town Center Planned Area Development and rezoning approximately 25.63 acres of real property generally located 450 feet east of State Route 89, adjacent to and north of Road 1 South, from CL (Commercial Light) zoning district to CL (Commercial Light) zoning district with a Planned Area Development (PAD) overlay zoning district.

- f. Consideration and possible action to approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals by amending the following sections: 90.02 Definitions, 90.03 Injury by Vehicle, 90.04 Stray Dogs, 90.05 Dogs at Large; Designation as Aggressive Dog, 90.06 Impoundment of Dogs; Destruction; Emergency Assistance, 90.07 Powers and Duties of the Animal Control Officer, 90.08 License Fee for Dogs; Issuance of Tags; Records; Penalties, 90.09 Anti-Rabies Vaccinations; Vaccination and License Standards, 90.10 Wearing License Tags, 90.11 Handling of Biting Dogs; Responsibility for Reporting Dog Bites, 90.12 Nuisance Barking, 90.13 Unlawful Interference with Officers, 90.14 Keeping of Aggressive Dogs, 90.15 Adequate Exercise Space for Dogs, 90.99 Violation; Penalty; and (2) by adopting new Section 90.16 Animal Cruelty, all as set forth in that document entitled the "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017," which document is adopted and incorporated into Ordinance No. 17-834 by reference. (Chuck Wynn, Police Chief)

Recommended Action: Approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals as set forth in the "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017", which is adopted by reference.

- g. Consideration and possible action to appoint candidates to the Board of Adjustment, Municipal Property Corporation, and Industrial Development Authority. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Re-appoint Gwen Rowitsch as Alternate to the Board of Adjustment for a one-year term starting August 1, 2017.
- (ii) Appoint Beverly Duffy to the Municipal Property Corporation for a three-year term starting July 1, 2017.
- (iii) Appoint Councilmember _____ to the Municipal Property Corporation to complete a three-year term that started July 1, 2015.

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)(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 (concessionaire management agreement) with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Facility that is the subject of negotiations. (Cecilia Grittmann, Town Manager)
- b. An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the Town Attorney for legal advice and in order to consider the Town's position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Demand from Jay L. Willmore for the Town to level his property. (Cecilia Grittmann, Town Manager)

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 18th day of October, 2017.

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

2.a.

Meeting Date: 10/24/2017
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation by Juliana Goswick, President and CEO, Yavapai Big Brothers Big Sisters, and proclamation declaring November 2017 as "Charitable Tax Giving Month".

SITUATION & ANALYSIS:

Yavapai Big Brothers Big Sisters has requested the attached proclamation.

Attachments

Proclamation



PROCLAMATION

Charitable Tax Credit Giving Month November 2017



Whereas, the State of Arizona tax credit program enables taxpayers to contribute \$400 for a single taxpayer and \$800 for taxpayers filing a joint tax return, and receive a dollar for dollar tax credit on their Arizona tax bill; and

Whereas, the full amount can be given to a qualified charitable organization of their choice AND a school of their choice. The taxpayers can use their tax dollars to express their beliefs and values by supporting a charity that does the work they hold dear; and

Whereas, Employers are urged to adopt the option to allow employees to contribute to a Qualifying Charitable Organization from state withholding- thereby not reducing take home pay; and

Whereas, Employees are encouraged to take advantage of the opportunity to contribute to a qualifying Charitable Organization from their state tax withholding- without reducing take home pay.

Whereas, by donating to a qualified charitable organization and a school, taxpayers are in effect, given the opportunity to choose how to use a portion of their tax dollars; and

Whereas, taxpayers no longer need to itemize in order to participate in the Arizona Tax Credit Program. A donation that qualifies for a state tax credit is also fully deductible on a Federal tax return, reducing the Federal tax liability; and

Whereas, the Arizona Tax Credit Program is a way of keeping our tax money in this community. Keeping tax dollars local through the charitable giving tax credit builds a stronger and better community at no cost to the donors.

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, in partnership with Yavapai Big Brothers Big Sisters, do hereby proclaim *November 2017 as Charitable Tax Credit Giving Month*, and urge all of our citizens to recognize this observance and, for the good of the community, urge residents to keep their money local by making a donation to a qualified local charity and school.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this *24th* day of *October 2017*.

Darryl L. Croft, Mayor

ATTEST: Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 10/24/2017
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve 2 contracts with the Arizona Governor's Office of Highway Safety for Federal 42 funds grants to be used for (1) STEP Enforcement and Enforcement Related Material and Supplies and (2) Accident Investigation Related Material and Supplies and to authorize Chief Charles Wynn and Town Manager Cecilia Grittmann to sign the contracts on behalf of the Town of Chino Valley.

RECOMMENDED ACTION:

Move to approve Arizona Governor's Office of Highway Safety Contracts No. 2018-PTS-012 and 2018-AI-001, authorizing grants to the Town of Federal 402 funds in the amount of \$23,430.00 and \$ 5,855.00, respectively, and to authorize Chief Charles Wynn and Town Manager Cecilia Grittmann to sign the contracts on behalf of the Town of Chino Valley.

SITUATION AND ANALYSIS:

Issue Statement

For at least the last 16 years, the Police Dept. has applied and received grant funding through the AZ Governor's Office of Highway Safety. These grants include funding for overtime as well as equipment to assist in traffic related issues. This year the Police Dept. has requested funding to cover overtime expenses, as well as equipment.

Applicable "Policy"

N/A

Satisfaction of "Policy"

N/A

Summary of Issues and Staff Rationale

Overtime funding will allow the PD to staff officers to perform targeted enforcement of various locations of Town where traffic violation occur and result in complaints or collisions. In addition, the equipment requested will help identify problem areas, as well as increase safety of first responders at collision scenes.

Findings of Fact

Contract #1 for \$23,430 will reimburse \$12,000 in overtime for police personnel to conduct traffic enforcement and \$11,430 to purchase traffic information display signs (portable radar signs) that can be utilized anywhere in the Town of Chino Valley.

Contract #2 for \$5,855 will reimburse the cost of purchasing a trailer and accident investigation roadway supplies (cones & barricades).

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 07-60-5442

Available:

Funding Source:

Funds will be accounted for in the Grant Fund.

Attachments

Contract #1

Contract #2



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Charles Wynn
Chino Valley Police Department
1950 Voss Dr., #301
Chino Valley, Arizona 86323

PROJECT REFERENCE:

Contract Number: 2018-PTS-012
Total Estimated Costs: \$23,430.00
Purpose of Project: Selective Traffic Enforcement
Overtime; Related Materials and Supplies

Dear Chief Wynn:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 22);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Cecilia Gritman, Town Manager, Town of Chino Valley, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-17.

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A37518300004020AZ0		CFDA: 20.600
1. APPLICANT AGENCY Chino Valley Police Department	GOHS CONTRACT NUMBER: 2018-PTS-012	
ADDRESS 1950 Voss Dr, #301, Chino Valley, AZ 86323	PROGRAM AREA: 402-PTS	
2. GOVERNMENTAL UNIT Town of Chino Valley	AGENCY CONTACT: Vincent Schaan	
ADDRESS 202 N State Route 89, Chino Valley, AZ 86323	3. PROJECT TITLE: STEP Enforcement, and Enforcement Related Materials and Supplies	
4. GUIDELINES: 402–Police Traffic Services (PTS)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Two (2) Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2018	
I. Personnel Services	\$8,571.00	
II. Employee Related Expenses	\$3,429.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$11,430.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$23,430.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$23,430.00		
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.		

**Chino Valley Police
Department**

**GOHS HIGHWAY
SAFETY CONTRACT**

2018-PTS-012

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 25

Total Population in city/town or county: 11,019

Total Road Mileage: Highway: 11 Local: 135 Total: 146

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

Agency Problem/Attempts to Solve Problem:

Chino Valley Police Department (CVPD) is requesting funds to purchase traffic information display signs. The signs can be used to track when speed and other violations that result in crashes are occurring, even before the collision occurs. The data will help CVPD allocate resources to those areas affected most at the times that are most effective. Having signs and data points to collect traffic, speed and other data from various locations to track when the collision causing violations are occurring will help guide CVPD staff to be in the right place at the right time.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Two (2) Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

How Agency Will Solve Problem with Funding:

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

**Chino Valley Police
Department**

**GOHS HIGHWAY
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2018-PTS-012

PROJECT MEASURES:

To decrease the number of speeding-related crashes 15% from 35 during calendar year 2016 to 30 by December 31, 2018.

To decrease fatalities in speeding-related crashes 100% from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 23% from 13 in calendar year 2016 to 10 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 20% from 459 during Calendar Year 2016 to 551 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 4 times per month during FFY 2018.

Additional Contract Objectives:

1. Perform 12 traffic safety seminars at local civic groups, churches and schools discussing the importance of obeying traffic laws, not driving distracted and how important seat belts and child seats are to safety.
2. Utilize the traffic and speed signs to alert drivers of special events on or near roadways to ensure motorists have information to be safe as they approach large public gatherings or other road issues.

**Chino Valley Police
Department**

**GOHS HIGHWAY
SAFETY CONTRACT**

2018-PTS-012

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Two (2) Speed Display Signs to enhance STEP Enforcement throughout the Town of Chino Valley.

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

MEDIA RELEASE:

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

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

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

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

METHOD OF PROCEDURE:

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

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

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

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Two (2) Speed Display Signs.

PRESS RELEASE:

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

**Chino Valley Police
Department**

**GOHS HIGHWAY
SAFETY CONTRACT**

2018-PTS-012

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

PURSUIT POLICY:

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

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed 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.

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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**GOHS HIGHWAY
SAFETY CONTRACT**

2018-PTS-012

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

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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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review

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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.

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Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

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ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,571.00
II.	Employee Related Expenses (ERE)	\$3,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$11,430.00
	Two (2) Speed Display Signs	
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$23,430.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of \$23,430.00.

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

Reporting Period

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

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CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

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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.

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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.

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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

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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.

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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.

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- 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

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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**

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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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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

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

Cecilia Gritman, Town Manager
Town of Chino Valley

Date

Telephone

Date

Telephone



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Charles Wynn
Chino Valley Police Department
1950 Voss Dr., #301
Chino Valley, Arizona 86323

PROJECT REFERENCE:

Contract Number: 2018-AI-001
Total Estimated Costs: \$5,855.00
Purpose of Project: Accident Investigation Related
Materials and Supplies

Dear Chief Wynn:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Cecilia Gritman, Town Manager, Town of Chino Valley, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-17

Date

Enclosures
AG

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.		
FAIN: 69A37518300004020AZ0		CFDA: 20.600
1. APPLICANT AGENCY Chino Valley Police Department	GOHS CONTRACT NUMBER: 2018-AI-001	
ADDRESS 1950 Voss Dr, #301, Chino Valley, AZ 86323	PROGRAM AREA: 402-AI	
2. GOVERNMENTAL UNIT Town of Chino Valley	AGENCY CONTACT: Vincent Schaan	
ADDRESS 202 N State Route 89, Chino Valley, AZ 86323	3. PROJECT TITLE: Accident Investigation Related Materials and Supplies	
4. GUIDELINES: 402-Accident Investigation (AI)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Materials and Supplies: Accident Investigation Roadway Supplies to enhance Accident Investigation throughout the Town of Chino Valley.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2018	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$5,855.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$5,855.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,855.00		
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.		

**Chino Valley Police
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**GOHS HIGHWAY
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PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 25

Total Population in city/town or county: 11,019

Total Road Mileage: Highway: 11 Local: 135 Total: 146

	2016	2015	2014
Total Crashes	226	191	182
Total Serious Injury Crashes	52	48	45
Total Fatal Crashes	1	0	0
Total Traffic Accident Investigations	226	191	182
Total Traffic Serious-Injury Investigations	52	48	45
Total Traffic Fatality Investigations	1	0	0

Agency Problem/Attempts to Solve Problem:

The Chino Valley Police Department (CVPD) responds to an average of 200 traffic collisions a year. Of those collisions, approximately 70%, or 140 per year, occur on State Route 89. Funding for the investigation of the town's most common collisions is where the most help is needed. The ability to have the traffic control aids and equipment will help in traffic control and direction while providing the ability to become more standardized in the approach for the safety of the public and 1st responders. These supplies will prevent/reduce secondary collisions which are completely related to the safety of 1st responders, e.g., police, fire, emergency medical, and tow truck drivers.

Agency Funding:

Federal 402 funds will support Materials and Supplies: Accident Investigation Roadway Supplies to enhance Accident Investigation throughout the Town of Chino Valley.

How Agency Will Solve Problem with Funding:

The purchase of the roadway supplies will provide safety, security and notification equipment for CVPD. The supplies will help facilitate the traffic collision investigations on town roadways with an emphasis and focus on State Route 89 traffic collisions. The requested safety supplies will also help inform the town's traveling citizens about roadway conditions ahead thereby making town roads safer for the town public.

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PROJECT MEASURES:

Contract Objectives:

1. Purchase trailer and other requested supplies in by December 31, 2017.
2. Ensure designated officers are trained in proper use and storage of purchased supplies.
3. Decrease the number of secondary collisions by 25% from 7 to 5 by December 31, 2018.
4. Finalize training and implementation of the Traffic Incident Management system for all sworn and civilian staff by September 30, 2018.

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GOALS/OBJECTIVES:

Federal 402 funds will support Materials and Supplies: Accident Investigation Roadway Supplies to enhance Accident Investigation throughout the Town of Chino Valley.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes 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 Accident Investigations 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:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Accident Investigations Enforcement Activities: Accident Investigation Roadway Supplies.

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.

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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.

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.

Quarterly Report

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

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

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Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

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

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

Final Statement of Accomplishments

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

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

REPORT OF COSTS INCURRED (RCI):

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

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

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

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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

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

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	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.

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Documentation

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

PROJECT PERIOD:

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

DURATION:

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

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

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

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

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ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$5,855.00
	Accident Investigation Roadway Supplies	
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$5,855.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chino Valley Police Department shall absorb any and all expenditures in excess of \$5,855.00.

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CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

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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.

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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.

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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

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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.

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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.

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- 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.

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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)

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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:***

Cecilia Gritman, Town Manager
Town of Chino Valley

Date

Telephone

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 10/24/2017
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Action Item
Estimated length of staff presentation: 5 minutes
Physical location of item: Town of Chino Valley

AGENDA ITEM TITLE:

Consideration and possible action to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mark A. Holmes, P.G. for the purpose of providing professional water consultation.

RECOMMENDED ACTION:

Move to approve Agreement for Professional Consulting Services between the Town of Chino Valley and Mark A. Holmes, P.G., not to exceed \$10,000.

SITUATION AND ANALYSIS:

Issue Statement

On occasion, the Town requires expert consultation when dealing with issues and current negotiations/proposals that often include water right details. A water rights expert can provide unique knowledge and general water consultation related to Town policy, ADWR, ARS, etc... Attached for your review is a Professional Consulting Agreement for Mark A. Holmes, P.G. who was previously a full-time employee of the Town and previous water consultant to the Town.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 04-82-5212
Available: \$10,000
Funding Source:
 Funds were budgeted in the Water Departments Budget.

Attachments

Holmes Consulting Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

(Other than architects/engineers)

THIS Agreement is entered into as of this ____ day of October, 2017, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Mark Holmes, hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing professional consulting services for the Town on water issues as they arise, hereinafter referred to as the “Project,” Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, Town engages the Consultant to render professional services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by Chino Valley, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A.

1.3 Responsibility of the Consultant.

1.3.1 Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 2.

1.3.2 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Project, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.3 Consultant shall tour Town sites where there are issues on which he is consulting and become familiar with existing conditions, as needed, prior to commencing the Services on that portion of the Project and shall notify Town of any constraints associated with the site relevant to Consultant’s Services.

1.3.4 Consultant understands and agrees that although Town is waiving insurance requirements for this Agreement, Consultant is an independent consultant and may not be covered by Town’s insurance policies for any loss, damages, errors and omissions, workmen’s compensation, or other damages or liabilities Consultant may incur while acting in pursuance of this Agreement.

1.3.5 Consultant shall designate Mark Holmes, as its Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. “Key Personnel” includes the Consultant employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first obtain the approval of Town.

1.3.6 Consultant shall not engage any other consultants or subcontractors without prior written approval of Town. If additional consultants or subcontractors are required, Town shall contract directly with such consultant or subcontractor and Consultant shall not be responsible for any payment to such consultant or subcontractor.

1.3.7 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.8 Consultant shall coordinate its activities with Town’s representative and submit its reports to Town’s representative.

1.3.9 Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Consultant shall provide and pay for and insure for all equipment necessary for the Services.

1.3.10 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.3.11 Consultant shall comply with all Town ordinances and state and federal laws and regulations.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Consultant by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Jason Sanks as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from October 24, 2017 through March 24, 2018. All services identified herein shall be completed to the satisfaction of the Town no later than March 24, 2017.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant shall be paid at a rate of \$75.00 per hour in an amount not exceed \$ 10,000.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit D. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Consultant will be allowed by Town except as provided herein; nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INDEMNIFICATION

4.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by Consultant, its agents, employees or any tier of Consultant's subcontractors (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement. Consultant's duty to hold harmless and indemnify Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services Consultant may be legally liable including Town. Such indemnity does not extend to Town's negligence.

4.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant shall reasonably cooperate with Town in the Town's defense of those issues related to Consultant's Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the

indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Town, which approval shall not be unreasonable withheld or delayed. If Consultant neglects or refuses to defend Town as provided by this Agreement, any recovery or judgment against Town for a claim covered under this Agreement shall conclusively establish Consultant's liability to Town in connection with such recovery or judgment, and if Town desires to settle such dispute, Town shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

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

5. TERMINATION OF THIS AGREEMENT

5.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of the Consultant to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to Consultant for Services performed through the date of termination, Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by Consultant in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by Consultant in the event of substantial failure by Town to fulfill its obligations.

5.2 Payment to Consultant upon Termination. If the Agreement is terminated, Town shall pay Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

6. ASSURANCES

6.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

6.2 Examination of Records. Consultant agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions related to this Agreement.

6.3 Ownership of Document and Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notices and sketches, charts, computations, and other

data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Chino Valley unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

6.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party, as provided for by law.

6.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Consultant agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between Consultant and Town, and Town will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

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

6.7 Equal Treatment of Workers. Consultant shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of

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

6.8 Non-Boycott of Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

6.9 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

6.10 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

6.11 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

6.12 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of Town.

6.13 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

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

CONSULTANT:

Mark A. Holmes, P.G.
531 West Valleri Ann Road
Paulden, AZ 86334

The address may be changed from time to time by either party by serving notices as provided above.

6.14 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7. SUSPENSION OF WORK

7.1 Order to Suspend. Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town.

7.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

8. INTERESTS AND BENEFITS

8.1 Interest of Consultant. Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

8.3 Notice Regarding A.R.S. § 38-511. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

9. ASSIGNABILITY

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Town thereto; provided, however, that claims for money due or to become due to Consultant from Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Town.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

Darryl Croft, Mayor

ATTEST:

3084804.4

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

CONSULTANT

Mark A. Holmes, P.G.

EXHIBIT A

SCOPE OF WORK

1. As assigned, prepare feasibility and technical review comments and enter said comments into the Town's Citizen Serve software (login to be provided by Town), prepare formal statements of entitlement projects.
2. Upon request, provide expert knowledge and opinions on general and /or specific water-related questions.
3. Provide compliance assistance on reporting requirements with state and federal agencies related to water resources and quality.
4. Provide guidance and consulting advice on the protection and potential expansion of the Town's water rights and entitlements.
5. Perform project review of water resources, rights and related applications, as assigned, at the discretion of the Town.
6. As requested by Town, attend and participate in site visits, meetings, and hearings as a representative of Town and act in furtherance of the Town's best interests.
7. Perform such other duties, projects, activities, and coordination with third parties as the Town may request from time to time.

EXHIBIT B
CONSULTANT'S KEY PERSONNEL

KEY PERSONNEL:

Mark A. Holms, P.G.

EXHIBIT C PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Consultant, as provided herein shall be in full compensation for all of Consultant's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Consultant shall be paid for his services at an hourly rate of \$75.00 per hour. Consultant's fees for services performed under this Agreement shall not exceed \$10,000.00, unless otherwise agreed in writing by Town and Consultant.

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and are to be submitted in triplicate to Town via Town's authorized representative. Payment shall be made within thirty (30) days of the date of the invoice. If payment in full is not received by Consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five (5) calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Interest as stated above shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

EXHIBIT D
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN	[]	
CONSULTANT	[]	
OTHER	[]	

PROJECT: _____

DATE:

OWNER: Town of Chino Valley

CONSULTANT:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Consultant.

Signature of Consultant indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of _____

The new compensation under the Agreement including this Change Order will be _____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Consultant

By _____

Date _____

Town of Chino Valley

By _____

Date _____

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 10/24/2017
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: Pizza Hut, 312 Market Place Drive, Chino Valley

AGENDA ITEM TITLE:

- (i) Public Hearing regarding application from Hot Pizzas LLC for a new Series 12 (Restaurant) Liquor License for Pizza Hut, located at 312 Market Place Drive in Chino Valley.
- (ii) Consideration and possible action to recommend approval for a new Series 12 Liquor License for Pizza Hut. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

- (i) Hold Public Hearing.
- (ii) Move to Recommend approval for a new Series 12 Liquor License for Pizza Hut.

SITUATION AND ANALYSIS:

Issue Statement

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

Applicable "Policy"

A.R.S. § 4-201 Licensing; application procedure in city, town or county; burden of proof

Satisfaction of "Policy"

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council will meet the statute's requirements by recommending that the state liquor board grant or deny the license, or voting to make no recommendation.

Summary of Issues and Staff Rationale

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

Pizza Hut currently has a liquor license and has applied for a new one due to changes in ownership from a corporation to an LLC.

Findings of Fact

- The Police and Planning Departments reviewed the application and recommended approval with no comments.
- Staff posted the establishment with the necessary notices to meet the required 20-day period from September 28, 2017 through October 24, 2017.
- As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Pizza Hut Application

Acceptable reasons to protest liquor license type applications

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

17 AUG 31 19. Dept PM1219



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

DLIC USE ONLY

License #	12133688
Date Accepted:	8-31-17
CSR:	C.A.

Application for Liquor License
Type or Print with Black Ink

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

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

SECTION 1 Type of License

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

SECTION 2 Type of Ownership

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

SECTION 3 Type of license

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

1. Type of License (restaurant, bar etc.): SERIES 12 RESTAURANT 2. LICENSE # (if issued): 12133688

SECTION 4 Applicants

1. Agent's Name: MORSE THERESA JUNE
 Last First Middle
 2. Applicant/Licensee Name: HOT PIZZAS LLC
 (Ownership name for type of ownership checked on section 1)
 3. Business Name (Doing Business As-DBA): PIZZA HUT
 4. Business Location Address: 312 MARKET PLACE DR. CHINO VALLEY AZ 86323 YAVAPAI
 (Do not use PO Box) Street City State Zip Code County
 5. Mailing Address: PO BOX 4179 KINGMAN AZ 86403
 (All correspondence will be mailed to this address) Street City State Zip Code
 6. Business Phone: 928-636-6400 Daytime Contact Phone: 480-353-8035
 7. Email Address: TJMORSE1208@Q.COM

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

Fees: <u>\$100</u> Application	<u>\$100</u> Interim Permit	Department Use Only <u>\$50</u> Site Inspection	<u>Cument</u> Finger Prints	<u>\$250.00</u> Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				☒ Yes ☐ No

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

Types of Liquor License Applications and Acceptable Reasons to Protest



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

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

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

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.c.

Meeting Date: 10/24/2017
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the three months ending September 30, 2017. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve Financial Report for the three months ending September 30, 2017.

SITUATION AND ANALYSIS:

The Finance Department prepares Financial Reports for the Mayor, Council, Staff and Community.

Upon Council approval, the reports will be posted on the Town's website.

The report includes the following sections:

Revenue and Expense Summary - This section details the Revenues and Expenditures of each fund. Comparing the year to date figures to the current year's annual budget and the prior year's month to date figures.

Major Revenue Summary - This section details the year to date figures for the Town's eight major revenue sources that account for 60% of the Town's Revenue.

Other Information - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year and a debt summary.

The Finance Director will supplement these reports with periodic presentations and other information throughout the fiscal year.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

September 30, 2017 Financial Report

Town of Chino Valley Arizona

Financial Report



To The Town Council

For the Three Months Ending September 30, 2017 25% of the Fiscal Year

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2017 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 4,126	\$ 8,202	\$ 4,076	99%	\$ 123,000	7%
Tax Revenues	\$ 1,070,295	\$ 1,148,283	\$ 77,988	7%	\$ 4,280,000	27%
Licenses & Permits	\$ 119,902	\$ 154,101	\$ 34,199	29%	\$ 407,000	38%
Intergovernmental	\$ 764,663	\$ 803,238	\$ 38,575	5%	\$ 3,353,000	24%
Charges for Services	\$ 34,871	\$ 36,529	\$ 1,658	5%	\$ 124,000	29%
Fines and Forfeitures	\$ 36,895	\$ 41,453	\$ 4,558	12%	\$ 162,000	26%
Other Revenues	\$ 214	\$ 296	\$ 82	38%	\$ 3,500	8%
Contributions and Donations	\$ 762	\$ 195	\$ (568)	-74%	\$ 2,500	8%
Investment Earnings	\$ 1,958	\$ 3,439	\$ 1,481	76%	\$ 10,000	34%
Transfers In	\$ 62,500	\$ 100,000	\$ 37,500	60%	\$ 400,000	25%
Total Revenues	\$ 2,096,186	\$ 2,295,735	\$ 199,549	10%	\$ 8,865,000	26%
Total Revenues for the General Fund are up \$199,549 or 10% over the previous fiscal year. Total Tax Revenues are up 7% primarily due to increased construction sales tax collections. Licenses and Permits are up 29% due to an increase in Building Permits and Plan Check Fees this fiscal year. Intergovernmental Revenues are up 5% inline with our budget projections. Fines and Forfeitures are up 12% due to increased Animal Control Fees and Traffic Fines.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2017 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 27,977	\$ 24,425	\$ (3,552)	-13%	\$ 116,100	21%
Town Clerk	\$ 62,308	\$ 36,383	\$ (25,925)	-42%	\$ 193,800	19%
Town Manager	\$ 81,911	\$ 60,233	\$ (21,678)	-26%	\$ 313,000	19%
Human Recourses	\$ 45,295	\$ 49,943	\$ 4,648	10%	\$ 233,000	21%
Municipal Court	\$ 61,934	\$ 62,788	\$ 854	1%	\$ 279,400	22%
Finance	\$ 89,978	\$ 93,448	\$ 3,470	4%	\$ 356,200	26%
Management Information System	\$ 65,286	\$ 51,955	\$ (13,331)	-20%	\$ 285,400	18%
Mayor and Council	\$ 6,674	\$ 7,533	\$ 859	13%	\$ 40,700	19%
Planning	\$ 49,119	\$ 35,927	\$ (13,192)	-27%	\$ 208,500	17%
Building Inspection	\$ 43,105	\$ 59,848	\$ 16,743	39%	\$ 186,700	32%
Police	\$ 697,498	\$ 838,310	\$ 140,812	20%	\$ 3,174,200	26%
Animal Control	\$ 27,667	\$ 25,351	\$ (2,316)	-8%	\$ 129,100	20%
Recreation	\$ 21,390	\$ 42,808	\$ 21,418	100%	\$ 112,700	38%
Library	\$ 75,991	\$ 79,410	\$ 3,419	4%	\$ 329,700	24%
Senior Center	\$ 50,901	\$ 56,066	\$ 5,165	10%	\$ 317,400	18%
Parks Maintenance	\$ 133,635	\$ 147,325	\$ 13,690	10%	\$ 430,300	34%
Aquatic Center	\$ 80,915	\$ 86,010	\$ 5,095	6%	\$ 215,800	40%
Facilities Maintenance	\$ 87,711	\$ 85,305	\$ (2,406)	-3%	\$ 422,100	20%
Fleet Maintenance	\$ 60,949	\$ 48,429	\$ (12,520)	-21%	\$ 279,200	17%
Engineering	\$ 19,442	\$ 65,298	\$ 45,856	236%	\$ 216,500	30%
Customer Service	\$ 45,542	\$ 22,049	\$ (23,493)		\$ 237,600	9%
Non Departmental	\$ 452,173	\$ 245,721	\$ (206,452)	-46%	\$ 1,127,500	22%
Total Expenditures	\$ 2,287,401	\$ 2,224,564	\$ (62,837)	-3%	\$ 9,204,900	24%
Total Revenue Over (Under)						
Total Expenditures	\$ (191,215)	\$ 71,171	\$ 262,386		\$ (339,900)	
GENERAL FUND (Continued)						
Total General Fund Expenditures are down \$62,837 or 3% compared to last fiscal year. Through September each departments total expenditures should be less than 25% of their annual budget. Recreation and Parks Maintenance are over due to the expenses related to the Chino Mudder and watering the fields during the summer months. In total the General Fund Departments are at 94% of their budget through September 30, 2017.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2017 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 242,736	\$ 267,786	\$ 25,050	10%	\$ 998,000	27%
Expenditures						
Road Maintenance	\$ 221,772	\$ 361,878	\$ 140,106	63%	\$ 1,094,900	33%
Total Revenue Over (Under)						
Total Expenditures	\$ 20,964	\$ (94,092)	\$ (115,056)		\$ (96,900)	
Total Fund Revenues are up 10% over the prior fiscal year due to the budgeted increase in HURF fund distributions. Expenditures are up 63% due to the additional chip seal projects completed this fiscal year.						
WATER ENTERPRISE FUND						
Water Revenues	\$ 146,755	\$ 247,186	\$ 100,431		\$ 2,665,600	
Transfers In	\$ 18,750	\$ 6,250	\$ (12,500)		\$ 25,000	
Total Revenues	\$ 165,505	\$ 253,436	\$ 87,931	53%	\$ 2,690,600	9%
Expenditures						
Water Utility Operations	\$ 111,431	\$ 110,291	\$ (1,140)		\$ 561,300	
Debt Service/Reserve	\$ -	\$ 11,681	\$ 11,681		\$ 2,071,700	
Total Expenditures	\$ 111,431	\$ 121,972	\$ 10,541	9%	\$ 2,633,000	5%
Total Revenue Over (Under)						
Total Expenditures	\$ 54,074	\$ 131,464	\$ 77,390		\$ 57,600	
Total Water Enterprise Fund Revenues are up 53% due to a 35% increase in water service fees and a 185% jump in water buy in fees. Expenditures are up 9% this fiscal year.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 421,667	\$ 692,349	\$ 270,682	64%	\$ 2,365,000	29%
Expenditures						
Sewer	\$ 387,596	\$ 196,072	\$ (191,524)		\$ 893,200	
Debt Service/Reserve/Capital	\$ 25,120	\$ 132,148	\$ 107,028		\$ 1,447,000	
Total Expenditures	\$ 412,716	\$ 328,220	\$ (84,496)	-20%	\$ 2,340,200	14%
Total Revenue Over (Under)						
Total Expenditures	\$ 8,951	\$ 364,129	\$ 355,178		\$ 24,800	
Total Sewer Enterprise Fund Revenues are up 64% over last fiscal year. Sewer Buy In fees are up significantly due to a commercial development connecting and strong residential construction. Sewer Service Fees are up 10%. Expenses are down 20% due completing the major plant repairs last fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2017 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	\$ 356,765	\$ 382,760	\$ 25,995	7%	\$ 4,013,900	10%
Yavapai Drainage District	\$ 21,737		\$ (21,737)		\$ 110,000	
Road Impact Fees	\$ -				\$ 498,000	
Capital Improvements	\$ -	\$ 33,776	\$ 33,776		\$ 2,881,500	
Equipment Acquisition	\$ -		\$ -		\$ 615,000	
Transfers	\$ 263,000	\$ 280,750	\$ 17,750		\$ 1,123,000	
Total Expenditures	\$ 263,000	\$ 314,526	\$ 51,526	20%	\$ 4,619,500	7%
Total Revenue Over (Under)						
Total Expenditures	\$ 115,502	\$ 68,234	\$ (47,268)		\$ 2,400	
Capital Improvement Fund Tax Revenues are up 2% over the prior fiscal year primarily due to an increase in construction sales tax collections. Capital Improvements and Transfers are down due to the decreased amount budgeted this fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Three Months Ending September 30, 2017 25% of the Fiscal Year						
			Actual vs Prior Year			
	Actual Year to Date FY 2016-17	Actual Year to Date FY 2017-18	Amount	% FY 2017-18/ FY 2016-17	Annual Budget FY 2017-18	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ -	\$ -	\$ -			
Grants Fund	\$ 11,264	\$ 1,127,851	\$ 1,116,587		\$ 3,500,000	
Special Revenue Fund Court	\$ 4,984	\$ 2,850	\$ (2,134)		\$ 14,500	
Capital Asset Replacement	\$ 1,671	\$ 322	\$ (1,349)		\$ 11,000	
Parks/Rec Impact Fee Funds	\$ 12	\$ 28	\$ 16		\$ -	
Roads Impact Fee Funds	\$ 283	\$ 678	\$ 395		\$ -	
Special Revenue Fund PD	\$ 21,668	\$ 10,284	\$ (11,384)		\$ 55,000	
CVSLID Districts	\$ -		\$ -		\$ 4,000	
Total Revenues	\$ 39,882	\$ 1,142,013	\$ 1,102,131	2763%	\$ 3,584,500	32%
CDBG Grant	\$ -		\$ -			
Grants Funds	\$ 52,790	\$ 725,622	\$ 672,832		\$ 3,500,000	
Special Revenue Fund - Court	\$ 48	\$ 911	\$ 863		\$ 38,500	
Capital Replacement Fund	\$ -		\$ -		\$ 110,000	
Police Impact Fee Funds	\$ 227		\$ (227)		\$ -	
Library Impact Fee Funds	\$ -		\$ -			
Parks/Rec Impact Fee Funds	\$ -		\$ -		\$ -	
Roads Impact Fee Funds	\$ -		\$ -		\$ 498,000	
Special Revenue Fund PD	\$ 9,559	\$ 3,058	\$ (6,501)		\$ 55,000	
CVSLID Districts	\$ 646	\$ 970	\$ 324		\$ 4,000	
Total Expenditures	\$ 63,270	\$ 730,561	\$ 667,291	1055%	\$ 4,205,500	17%
Total Revenue Over (Under)						
Total Expenditures	\$ (23,388)	\$ 411,452	\$ 434,840		\$ (621,000)	
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 3,322,741	\$ 5,034,079	\$ 1,711,338	52%	\$ 22,517,000	22%
Total Expenditures All Funds	\$ 3,359,590	\$ 4,081,721	\$ 722,131	21%	\$ 24,098,000	17%
Total Revenue Over (Under)						
Total Expenditures All Funds	\$ (36,849)	\$ 952,358	\$ 989,207		\$ (1,581,000)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Three Months Ending September 30, 2017 25% of the Fiscal Year

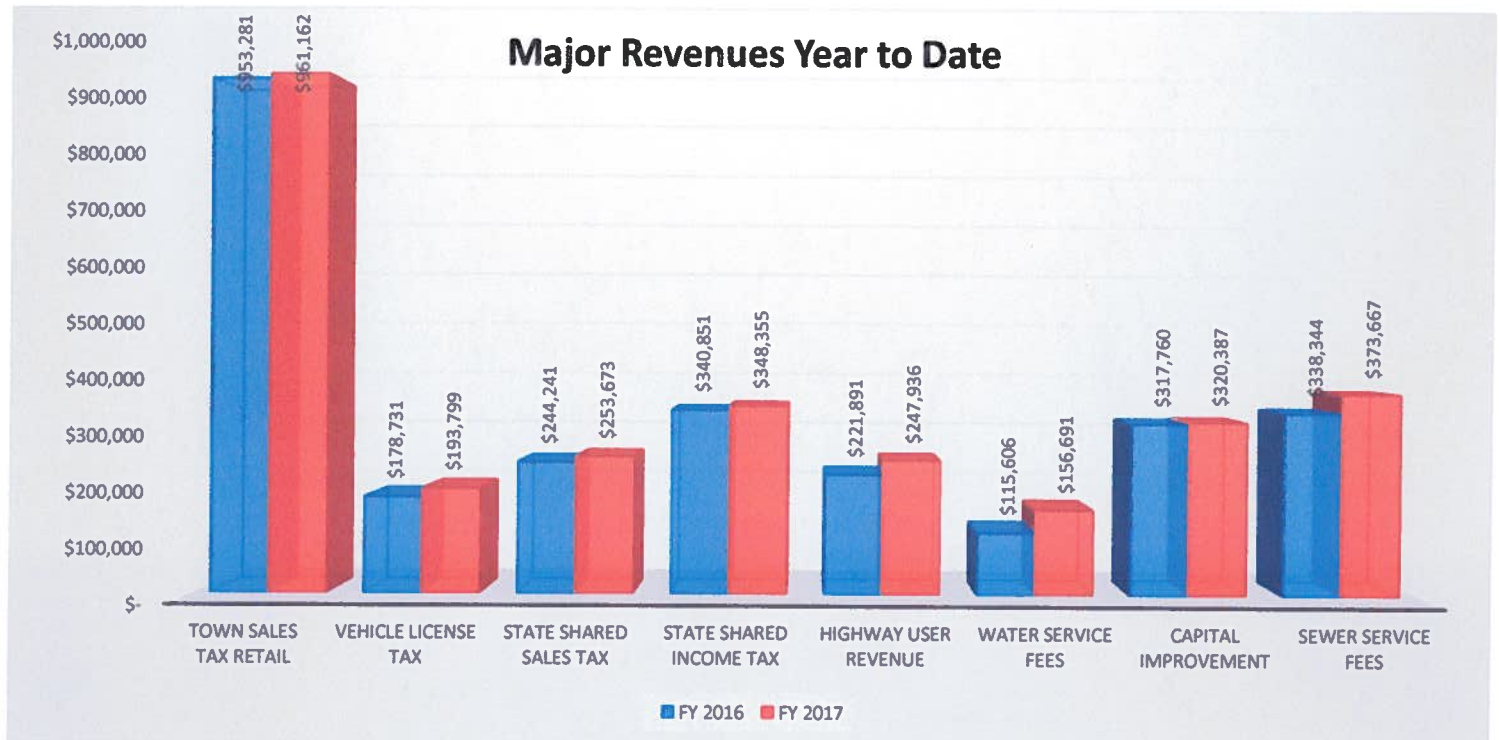
	Actual Year to Date		Annual Budget		Actual Year to Date		% of Budget		Actual vs Prior Year	
	FY 2016-17		FY 2017-18		FY 2017-18		YTD		Amount	%
Town Sales Tax Retail	\$	953,281	\$	3,859,000	\$	961,162	25%	\$	7,881	1%
Vehicle License Tax	\$	178,731	\$	727,500	\$	193,799	27%	\$	15,068	8%
State Shared Sales Tax	\$	244,241	\$	1,058,000	\$	253,673	24%	\$	9,432	4%
State Shared Income Tax	\$	340,851	\$	1,398,000	\$	348,355	25%	\$	7,504	2%
Highway User Revenue	\$	221,891	\$	920,000	\$	247,936	27%	\$	26,045	12%
Water Service Fees	\$	115,606	\$	459,600	\$	156,691	34%	\$	41,085	36%
Capital Improvement	\$	317,760	\$	1,281,900	\$	320,387	25%	\$	2,627	1%
Sewer Service Fees	\$	338,344	\$	1,533,000	\$	373,667	24%	\$	35,323	10%
Major Revenues Y.T.D.	\$	2,710,705	\$	11,237,000	\$	2,855,670	25%	\$	144,965	5%
Total Revenue All Funds	\$	3,322,741	\$	22,517,000	\$	5,034,079	22%	\$	1,711,338	52%

82%

50%

57%

The Major Revenues are up \$144,965 or 5% over the prior fiscal year in line with the budget projections. Town Sales Tax Retail is up 1% this fiscal year. Water Service Fees are up 36% and Sewer Service Fees are up 10%. Total combined revenue for all funds is up 52% or \$1,711,338 over last fiscal year primarily due to the EDA Old Home Manor grant.



Impact Fee Fund Recaps					
For the Three Months Ending September 30, 2017 25% of the Fiscal Year					
	Parks/Rec Impact Fees	Roads Impact Fees			
Beginning Fund Balance @ 6/30/17	\$ 18,412	\$ 504,987			
Impact Fees Revenue to Date	\$ -	\$ -			
Impact Fees Expenditures to Date	\$ -	\$ -			
Ending Fund Balance to Date	\$ 18,412	\$ 504,987			
Budgeted Expenditures FY 17/18	\$ -	\$ -			
Contingency Funds Budget					
For the Three Months Ending September 30, 2017 25% of the Fiscal Year					
	Actual Year to Date FY 2017-18	Annual Budget FY 2017-18			
General Fund Budget	\$ -	\$ 440,000			
General Fund Balance	\$ -	\$ 440,000			
HURF Fund Budget	\$ -	\$ 47,000			
Water Fund Budget	\$ -	\$ 28,000			
Sewer Fund Budget	\$ -	\$ 45,000			
Total Contingency Fund	\$ -	\$ 560,000			
Town of Chino Valley					
Annual Debt Service Summary By Fund					
Fiscal Year Ended June 30, 2018					
Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2017	FY 2018 Principal	FY 2018 Interest
General Government					
National Bank GADA Refi	7/1/2016	\$ 3,346,000	\$ 3,346,000	\$ 309,000	\$ 54,290
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 7,280,000		\$ 331,637
		\$ 10,626,000	\$ 10,626,000	\$ 309,000	\$ 385,927
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 520,000	\$ 50,000	\$ 21,662
Sewer Enterprise Fund					
WIFA 2007	1/10/2007	\$ 1,580,000	\$ 932,369	\$ 82,242	\$ 23,447
WIFA 2008	1/11/2008	\$ 4,853,000	\$ 3,247,075	\$ 255,957	\$ 84,170
WIFA 2014	12/30/2014	\$ 2,963,671	\$ 2,717,515	\$ 126,801	\$ 52,073
WIFA 2015	11/23/2015	\$ 4,259,646	\$ 4,109,465	\$ 153,701	\$ 92,724
WIFA 2016	11/23/2015	\$ 50,354	\$ 40,492	\$ 9,965	\$ 320
WIFA 2017	2/27/2017	\$ 327,500	\$ 327,500	\$ 12,450	\$ 7,618
		\$ 14,034,171	\$ 11,374,416	\$ 641,116	\$ 260,352
Total Town of Chino Valley Debt		\$ 25,405,171	\$ 22,520,416	\$ 1,000,116	\$ 667,941



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.d.

Meeting Date: 10/24/2017

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

Department: Development Services

Item Type: Action Item

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

Physical location of item: Located approximately 744 feet south of the southeast corner of East Center Street and South Road 1 East

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 17-840, approving a change of zoning for approximately 5.78 acres of real property generally located approximately 744 feet south of the southeast corner of East Center Street and South Road 1 East, from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) zoning district. (Alex Lerma, Associate Planner)

RECOMMENDED ACTION:

Move to approve Ordinance No. 17-840, approving a change of zoning for approximately 5.78 acres of real property generally located approximately 744 feet south of the southeast corner of East Center Street and South Road 1 East, from AR-5 (Agricultural Residential- 5 acre minimum) to SR-2 (Single Family Residential- 2 acre minimum) zoning district.

SITUATION AND ANALYSIS:

Issue Statement

See Staff Report

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Wilson Ordinance No. 17-840

Wilson Land Survey
Wilson Staff Report

ORDINANCE NO. 17-840

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 5.78 ACRES OF REAL PROPERTY GENERALLY LOCATED APPROXIMATELY 744 FEET SOUTH OF THE SOUTHEAST CORNER OF EAST CENTER STREET AND SOUTH ROAD 1 EAST, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) ZONING DISTRICT TO SR-2 (SINGLE FAMILY RESIDENTIAL – 2 ACRE MINIMUM) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

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

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

WHEREAS, the Planning and Zoning Commission, by a vote of seven ayes and no nays recommends approval of the rezoning; and

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

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 5.78 acres, legally described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from AR-5 (Agricultural Residential - 5 acre minimum) Zoning District to SR-2 (Single Family Residential - 2 acre minimum) Zoning District.

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

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Non-Severability.

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

Section 4. Providing for Penalties.

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of October, 2017 by the following vote:

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

APPROVED this 24th day of October, 2017.

Darryl Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-840 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 24th DAY OF OCTOBER, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 20__.

Jami C. Lewis, Town Clerk

**EXHIBIT 1
LEGAL DESCRIPTION**

All that portion of the Northwest quarter of Section 26, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northwest corner of Section 26 marked with a one and one-half inch iron pipe 6 inches below the road surface;

Thence South 00 degrees 52 minutes 45 seconds East 702.83 feet along the Section line to a point;

Thence South 89 degrees 19 minutes 00 seconds East 25.01 feet to a one-half inch rebar;

Thence South 00 degrees 52 minutes 45 seconds East 50.02 feet to a one-half inch rebar and the TRUE POINT OF BEGINNING;

Thence South 00 degrees 52 minutes 45 seconds East 152.49 feet to a one-half inch rebar;

Thence South 85 degrees 21 minutes 25 seconds East 192.83 feet to a one-half inch rebar;

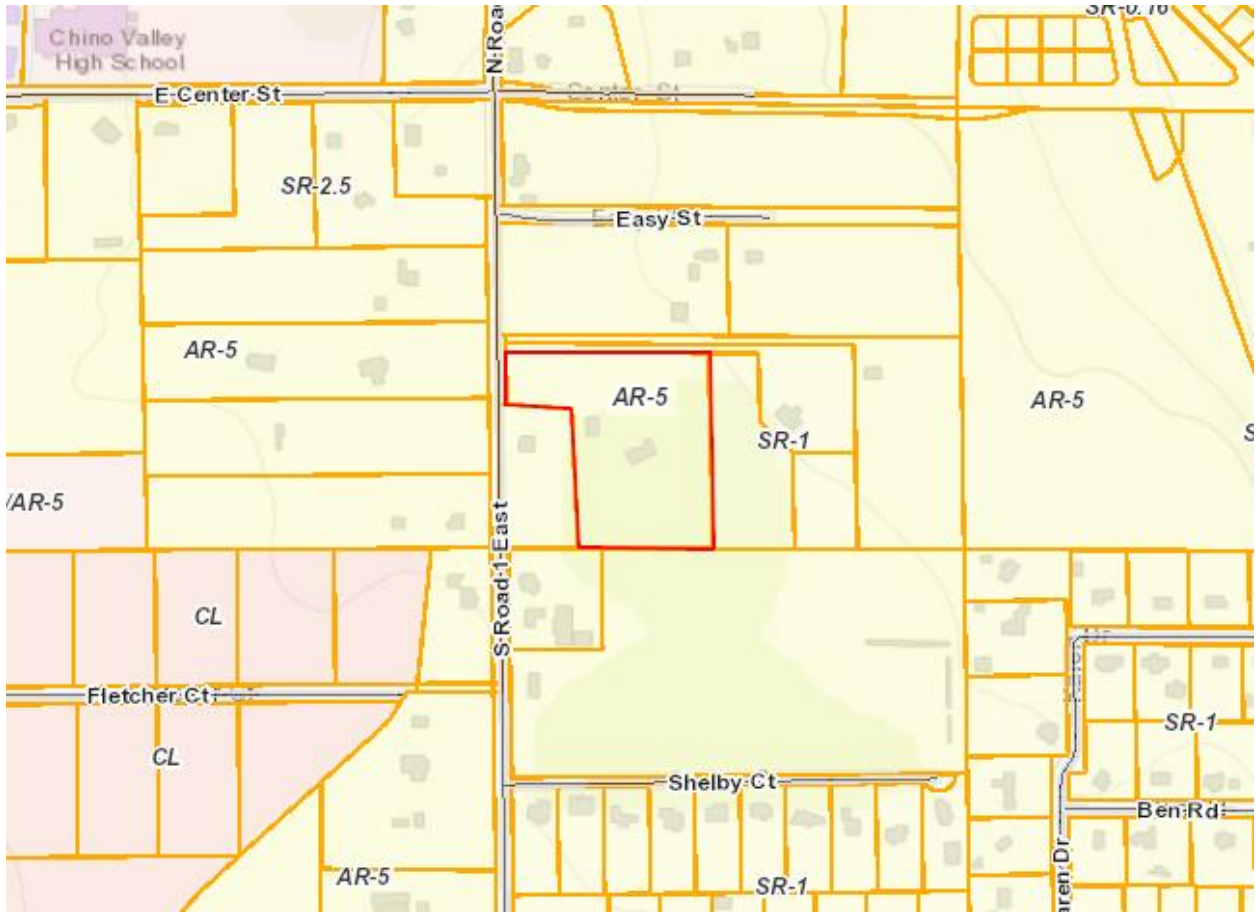
Thence South 02 degrees 21 minutes 55 seconds East 400.67 feet to a one-half inch rebar;

Thence South 89 degrees 47 minutes 35 seconds East 385.01 feet to a one-half inch rebar;

Thence North 00 degrees 51 minutes 19 seconds West 562.86 feet to a one-half inch rebar;

Thence North 89 degrees 19 minutes 00 seconds West 587.72 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT 2
MAP**



RECORD OF SURVEY **DIVISION OF APN. 306-25-002S**

(BOOK 4603 O.R. PAGE 318, Y.C.R.O.)

A PORTION OF THE NORTHWEST QUARTER
OF SECTION 26, T16N, R2W,
GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA

REFERENCE DOCUMENTS:

ON FILE WITH THE YAVAPAI COUNTY RECORDER:
R1 - QUIT CLAIM DEED: BOOK 4603 OFFICIAL RECORDS,
PAGE 318.

BASIS OF BEARING:

THE MEASURED BEARINGS AS SHOWN HEREON ARE BASED
ON GEODETIC NORTH FROM A POINT LOCATED ON THE
CURRENT PARCEL. ANY MONUMENTED LINE SHOWN MAY BE
UTILIZED AS A LOCAL BASIS OF BEARING.

OWNER:

JEFFERY D. WILSON
187 SOUTH ROAD 1 EAST
CHINO VALLEY, AZ. 86323

ZONING:

PER THE YAVAPAI COUNTY INTERACTIVE MAPPING
APPLICATION THE CURRENT ZONING FOR APN.
306-25-002S IS AR-5.

THE DIVISION OF APN. 306-25-002S AS SHOWN HEREON
WILL REQUIRE REZONING THE CURRENT PARCEL TO A
DISTRICT WHICH WILL ALLOW A 2 ACRE MINIMUM PARCEL
AREA.

LEGEND:

○	FOUND AS NOTED.
●	SET 1/2" REBAR WITH PLASTIC CAP "LS 48100", UNLESS NOTED OTHERWISE.
(XX.XX')	DENOTES RECORD DIMENSION
AC.	ACRE
APN.	ASSESSOR'S PARCEL NUMBER
BK.	BOOK
C	DENOTES CALCULATED DIMENSION
INST.	INSTRUMENT NUMBER
L.S.	LAND SURVEYS
M.P.	MAPS AND PLATS
O.R.	OFFICIAL RECORDS
PG.	PAGE
S.F.	SQUARE FEET
Y.C.R.O.	YAVAPAI COUNTY RECORDER'S OFFICE

MONUMENT NOTES:

- (A) FOUND 1/2" REBAR WITH PLASTIC CAP "LS 27738".
- (B) FOUND 1/2" REBAR WITH ILLEGIBLE BRASS TAG.
- (C) FOUND 1/2" REBAR, NO CAP OR TAG.
- (D) FOUND 1/2" REBAR WITH BRASS TAG "LS 27738".

APPROVAL:

BY ORDINANCE 443, LAND SPLIT ORDINANCE, VESTING AUTHORITY,
POWER AND RESPONSIBILITY IN THE OFFICE OF THE COMMUNITY
DEVELOPMENT MANAGER TO APPROVE LAND SPLITS WITHIN THE
TOWN OF CHINO VALLEY, THIS LAND SPLIT IS APPROVED.

COMMUNITY DEVELOPMENT MANAGER

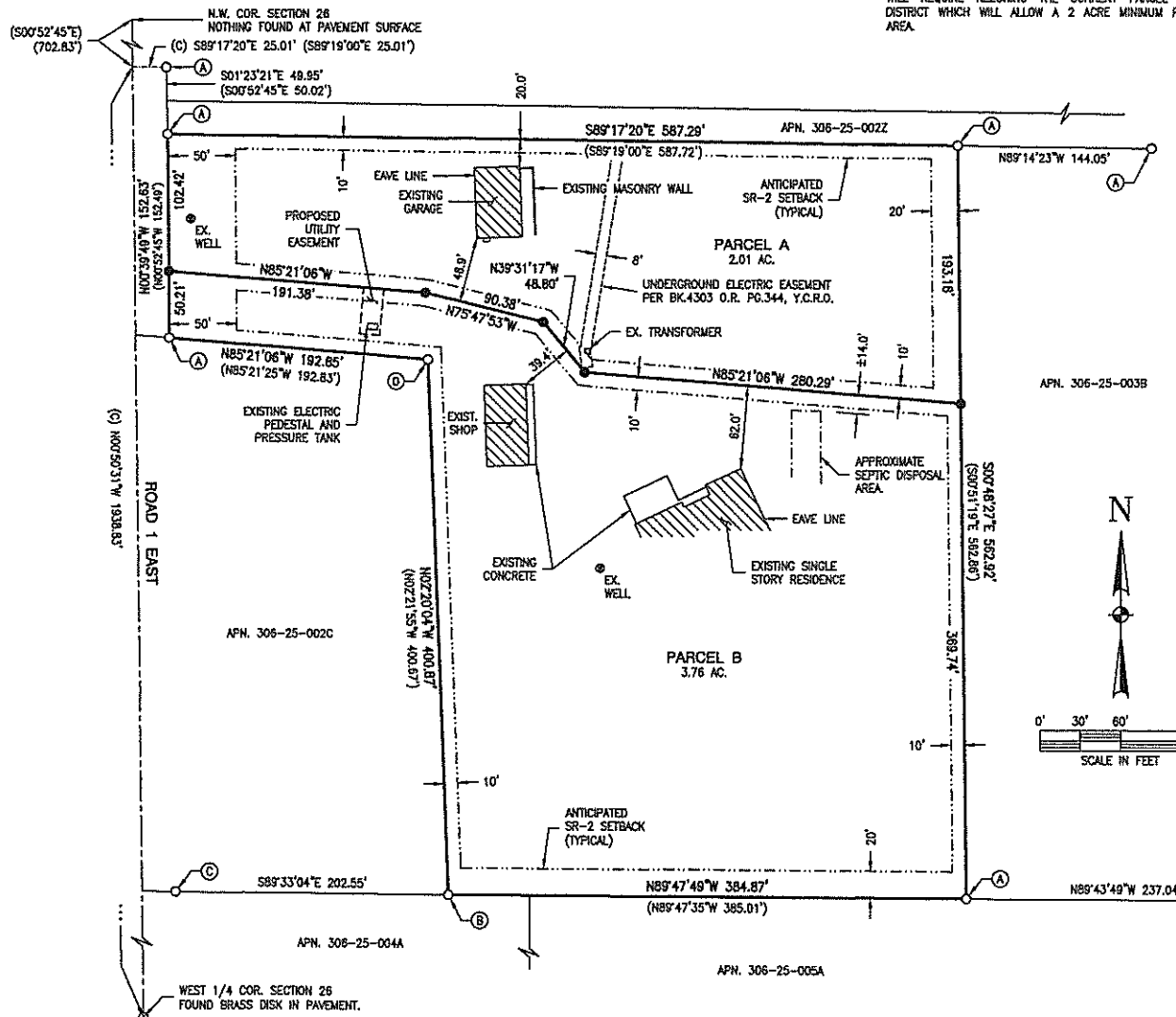
CERTIFICATION

I, CHRISTOPHER JOHN KIMBALL HEREBY CERTIFY THAT I AM A
REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THIS
MAP REPRESENTS A SURVEY CONDUCTED UNDER MY
SUPERVISION. THE MONUMENTS AS SHOWN EXIST AND ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE LOT
BOUNDARIES ACCURATELY CLOSE. BOTH SURVEY AND MAP ARE
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF.



EXPIRES: 6.30.20

KELLEY/WISE ENGINEERING, INC.			
146 GROVE AVENUE PRESCOTT, AZ. 86301 PHONE: (928) 771-1730 E-MAIL: ckimball@kelley-wise.com			
JOB NO. 16-047	DRAWN: CJK	CHECKED: GFK	
CREW:	DATE: 8.10.18	SHEET	1 OF 1





STAFF REPORT

APPLICATION SUMMARY

File Number: ZC17-000011

Assessor's Parcel Number: 306-25-002S

Site Location: Located approximately 744 feet south of the southeast corner of East Center Street and South Road 1 East at 185 South Road 1 East.

Applicant: Mayday Consulting, PLLC

Property Owner: Jeffry D. Wilson

Request: Request for zone change from AR-5 (Agricultural Residential-5 acre minimum) to SR-2 (Single Family Residential 2 acre minimum).

SITE DATA

Existing Zoning	AR-5 (Agricultural Residential 5 acre minimum)
Lot Size	5.78 acres
General Plan Land Use Designation	Medium Density Residential
Existing Land Use	Residence

BACKGROUND

SITE DESCRIPTION

The subject parcel is generally located approximately 744 feet south of the southeast corner of East Center Street and South Road 1 East at 185 South Road 1 East. The property is currently zoned AR-5 (Agricultural Residential- 5 acres minimum) under the Town of Chino Valley Unified Development Ordinance. The parcel has a Land Use Designation of Medium Density Residential under the Town of Chino Valley General Plan Potential Land Use Map. The site currently has a residence. **See Figure 1**

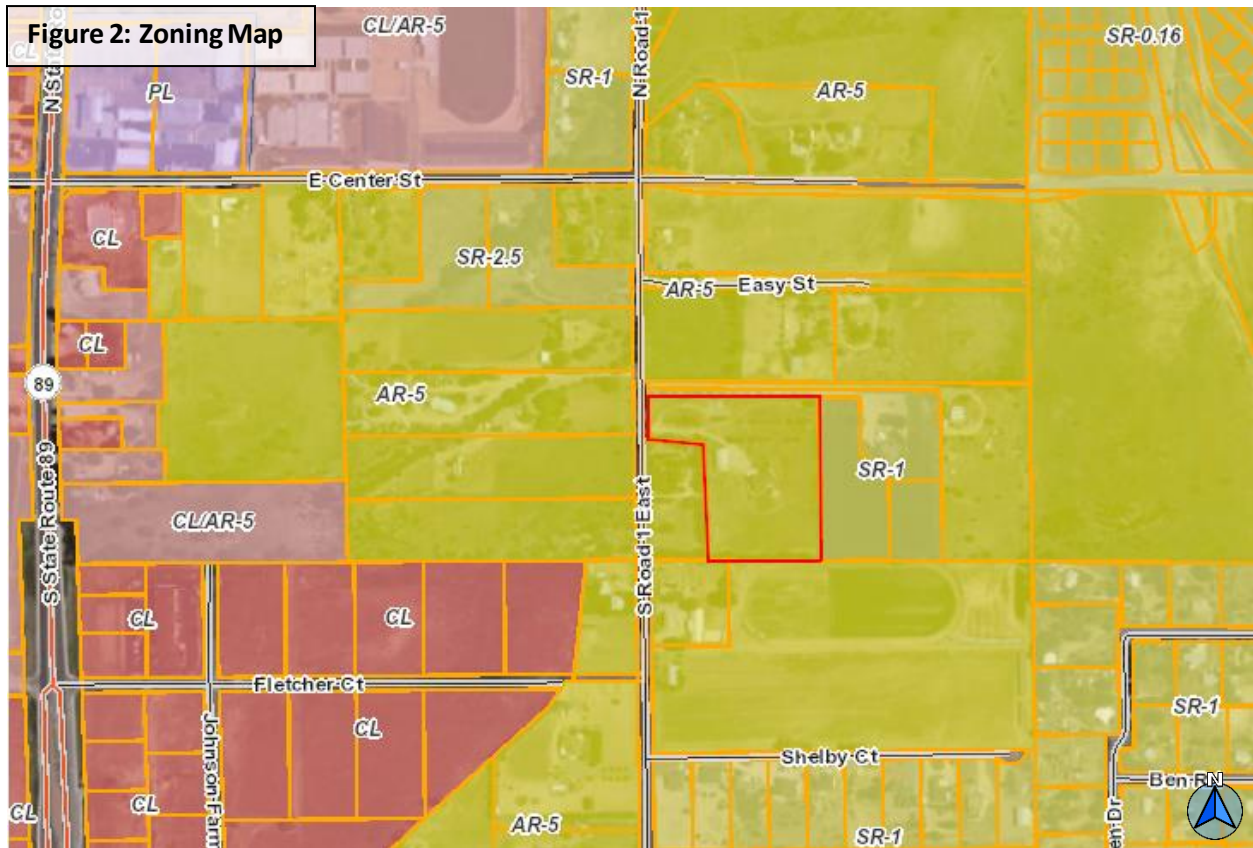


SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject parcel is located south of Chino Valley High School in an area predominately made up of low density single family residence. Lots in the area varying from 1, 1.5, 2.5 and 5+ acres lots. Southwest of the subject property is Chino Valley Town Center proposed project.

North of the subject property, parcels are identified with an AR-5 (Agricultural Residential- 5 Acre Minimum) zoned district. To the west, there are a mix of residential zoned parcel, AR-5 (Agricultural Residential- 5Acre Minimum), CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum), SR-2.5 (Single Family Residential- 2.5 acres minimum) and SR- 1 (Single Family Residential- 1 acres minimum). To the South properties have a zoning of AR-5 (Agricultural Residential-5 acre minimum) and SR-1 (Single Family Residential- 1 acre minimum). To the east, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum) and SR-1 (Single Family Residence- 1 acres minimum). **See Figure 2**

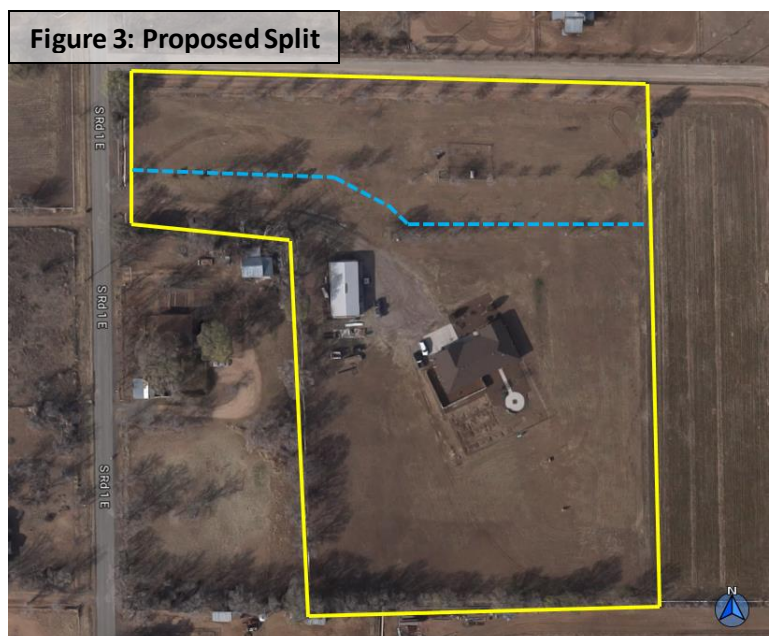
AREA	ZONING	LAND USE
North	AR-5	Residential, Vacant
West	AR-5, CL/AR-5, CL, SR-2.5, SR-1	Chino Valley High School, Residential, Vacant
South	AR-5, SR-1	Residential,
East	SR-1, AR-5	Residential, Vacant, Karen Acres Subdivision



PROJECT DESCRIPTION

The applicant is requesting approval of a zoning change for the current AR-5 (Agricultural Residential-5 acre minimum) to SR-2 (Single Family Residential-2 acre minimum). With the new underlined zoning, the applicant will split the current parcel into one (1) two (2) acre parcel and one (1) three (3) acre parcel and enable the construction of a new residence on the smaller parcel and sell the existing home. The applicant is proposing to split the current parcel in a horizontal manner. **See Figure 3**

Section 5.2.6.A. of the UDO states that all parcels or lots created in a land split must meet the minimum parcel size applicable under the current zoning of lots or parcels created by the land split. Section 5.2.6.C states that parcels or lots created by the land split shall have permanent legal access by connecting to a public street, a street which is part of the public access system, a private street created by a properly recorded plat, or a public way. The applicant's proposed lot split will meet all requirements set forth by Unified Development Ordinance. The proposed lot to the north will meet the frontage requirement set forth by SR-2 Zoning



a flag lot. Section 4.5.10.A of the UDO states that a flag lot must have at least fifty (50) feet of frontage on a dedicated public street, in this case. Section 4.5.10.D states that the flagpole cannot exceed three hundred thirty (330) feet. Both parcels will be fronting on Road 1 East and will use the public road for legal access. The parcel created by the division will not create any new non-conforming structures and all existing structures will meet building setbacks set forth by the SR-2 zoning district.

STAFF ANALYSIS AND RECOMMENDATION

PUBLIC REVIEW & HEARING PROCESS

The applicant notified all property owners within a 300' radius by letter and signage was placed on the property notifying the general public of a neighborhood meeting in order to discuss the applicant's intentions to rezone. The neighborhood meeting was held on August 28, 2017 on site. At said meeting three surrounding property owners attended said meeting. The neighbors were curious to know in what way the applicant was intending to split the parcel if the requested zoning was approved. A sketch plane was presented to neighbors indicating the proposed lot split. The neighbors had no issues or concerns with the proposal of the lot split. The item went the Planning and Zoning Commission on October 3, 2017. At said meeting the Commission had no issues or concerns with the applicant's proposal and forwarded a recommendation of approval to Town Council. (7-0 in favor)

STAFF ANALYSIS

The applicant's request for a zone change will be well-suited for the area as the property will remain as a lower density residential district. The requested SR-2 zoning district (Single Family Residential- 2 acre minimum) will allow the property to preserve a low density single-family development and will serve as a transitionally district between the AR-5 to the west and the SR-1 to the east of the subject parcel. The lot size standard will reinforce the predominate character of low density residential development. It is also important to note that even though most of the surrounding parcel are AR-5, there are three continuous lots directly southwest of the subject parcel who's lot size don't meet the AR-5 zoning criteria even though they are identified with the AR-5 zoning.

STAFF RECOMMENDATION

Staff recommends approval of a zone change of parcels 306-25-002S from the current zoning of AR-5 (Agricultural Residential- 5 acres minimum) to the proposed SR-2 (Single Family Residential- 2 acres minimum).



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.e.

Meeting Date: 10/24/2017

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

Department: Development Services

Item Type: Action Item

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

Physical location of item: Located northeast of State Route 89 and Road 1 South intersection.

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 17-839 approving the Development Plan for the Chino Valley Town Center Planned Area Development and rezoning approximately 25.63 acres of real property generally located 450 feet east of State Route 89, adjacent to and north of Road 1 South, from CL (Commercial Light) zoning district to CL (Commercial Light) zoning district with a Planned Area Development (PAD) overlay zoning district, 13.58 acres of which will be an active adult 55+ Park Model Community. (Jason Sanks, Acting Development Services Director)

RECOMMENDED ACTION:

Move to approve Ordinance No. 17-839 approving the Development Plan for the Chino Valley Town Center Planned Area Development and rezoning approximately 25.63 acres of real property generally located 450 feet east of State Route 89, adjacent to and north of Road 1 South, from CL (Commercial Light) zoning district to CL (Commercial Light) zoning district with a Planned Area Development (PAD) overlay zoning district.

SITUATION AND ANALYSIS:

Issue Statement

See attached Staff Report

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Chino Valley Town Center Development Plan
Chino Valley Town Center Development Plan Data Table
Chino Valley Town Center Staff Report
Ord 17-839 CV Town Center PAD

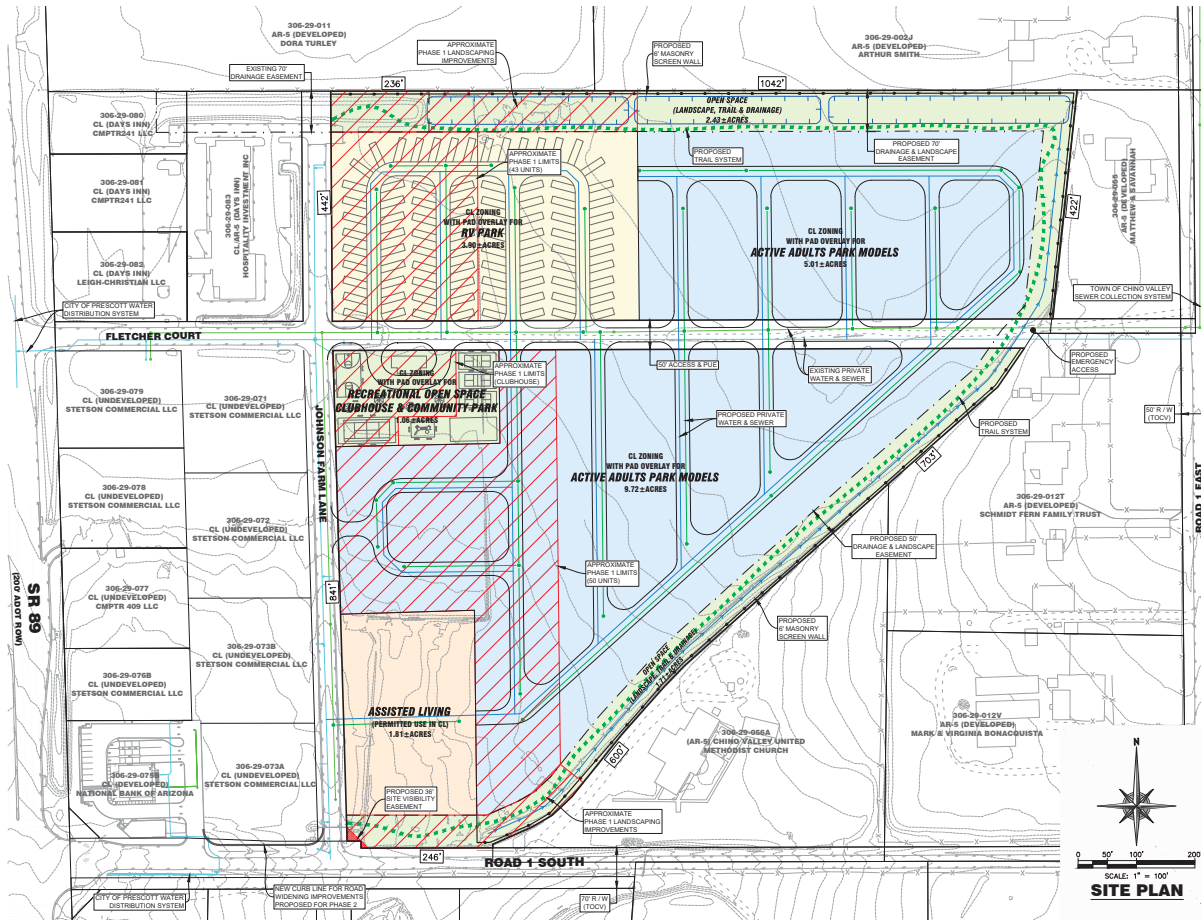
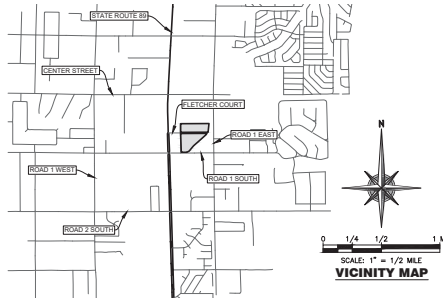
DEVELOPMENT PLAN CHINO VALLEY TOWN CENTER

COMMERCIAL LIGHT (CL) ZONING
WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY
PARCELS 306-29-061, 062, 063, 064, 065, 066, 067, 068, 069 & 070
CONTAINING 25.63± ACRES MORE OR LESS

PROPERTY OWNER
STETSON COMMERCIAL LLC
PO BOX 3313
CHINO VALLEY, AZ 86323

PROJECT DEVELOPER
STETSON COMMERCIAL LLC
PO BOX 3313
CHINO VALLEY, AZ 86323

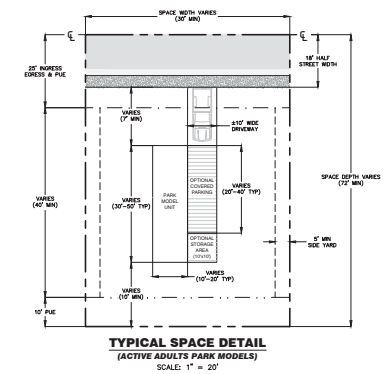
CIVIL ENGINEER
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, AZ 86301



PROJECT INFORMATION	
PROJECT NAME	CHINO VALLEY TOWN CENTER
PROJECT LOCATION	NORTHEAST CORNER OF STATE ROUTE 89 & ROAD 1 SOUTH
PARCEL NUMBERS	306-29-061, 062, 063, 064, 065, 066, 067, 068, 069, 070
EXISTING ZONING	CL - COMMERCIAL LIGHT (TO BE PRESERVED AS UNDERLYING ZONING)
PROPOSED ZONING (PAD OVERLAY USES)	COMMERCIAL LIGHT WITH PLANNED AREA DEVELOPMENT OVERLAY (CL PAD)
	• RV PARK
	• ACTIVE ADULT PARK MODELS (SEE SPACE DETAIL)
	• ASSISTED LIVING
	• COMMUNITY PARK & PERIMETER OPEN SPACE

PROJECT DATA									
LAND USE (PAD OVERLAY)	ACREAGE	MAX # UNITS	DENSITY	SETBACKS (PERMETER / INTERIOR)	PARKING (PER UNIT)	OPEN SPACE (ACREAGE / %)	BUILDING HEIGHT		
RV PARK	3.80	86	22.05	70 / 5	1	TBD / TBD	25		
ACTIVE ADULTS PARK MODELS	14.73	200	13.58	50 / 5	1	TBD / TBD	25		
COMMUNITY PARK AND PERIMETER OPEN SPACE	5.19	N/A	TBD	10 / 5	PER LIDO	5.19 / 100.00	25		
ASSISTED LIVING	1.81	TBD	TBD	50 / 5	PER LIDO	TBD / TBD	50		
TOTAL PROJECT	25.63	286	11.16			≥ 5.91 / ≥ 20.25			

PROJECT PHASING	
RV PARK	TO BE DEVELOPED IN TWO (2) 43-UNIT PHASES
ACTIVE ADULTS PARK MODELS	TO BE DEVELOPED IN FOUR (4) 50-UNIT PHASES
COMMUNITY PARK	PHASE 1 - CLUBHOUSE & SPORTS COURTS (WEST PORTION) PHASE 2 - BALANCE OF AMENITIES & SPORTS COURTS (EAST PORTION)
PERIMETER OPEN SPACE	PHASE 1 - 6' MASONRY SCREEN WALL DRAINAGE INFRASTRUCTURE & LANDSCAPING TO BE DEVELOPED WITH ADJACENT LAND USES
ASSISTED LIVING	TO BE DEVELOPED BASED ON MARKET DEMAND (TBD)



GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, AZ 86301
TEL: 928.733.1111
WWW.GRANITEBASINENGINEERING.COM

PRELIMINARY
CONSTRUCTION

DATE: 10/17/2017
SCALE: 1"=100'
DRAWN: TS
CHECKED: TS
DESIGNED: TS
PROJECT: CHINO VALLEY TOWN CENTER
SHEET 1

REVISIONS

NO.	DATE	DESCRIPTION
1		

FOR REVIEW ONLY

FOR APPROVAL ONLY

FOR RECORDING ONLY

FOR CONSTRUCTION ONLY

FOR AS-BUILT ONLY

PROJECT INFORMATION	
PROJECT NAME	CHINO VALLEY TOWN CENTER
PROJECT LOCATION	NORTHEAST CORNER OF STATE ROUTE 89 & ROAD 1 SOUTH
PARCEL NUMBERS	306-29-061, 062, 063, 064, 065, 066, 067, 068, 069, 070
EXISTING ZONING	CL - COMMERCIAL LIGHT (TO BE PRESERVED AS UNDERLYING ZONING)
PROPOSED ZONING (PAD OVERLAY USES)	COMMERCIAL LIGHT WITH PLANNED AREA DEVELOPMENT OVERLAY (CL PAD) • RV PARK • ACTIVE ADULT PARK MODELS (SEE SPACE DETAIL) • ASSISTED LIVING • COMMUNITY PARK & PERIMETER OPEN SPACE

PROJECT DATA									
LAND USE (PAD OVERLAY)	ACREAGE	MAX # UNITS	DENSITY	SETBACKS		PARKING (PER UNIT)	OPEN SPACE		BUILDING HEIGHT
				PERMITER	INTERIOR		ACREAGE	%	
RV PARK	3.90	86	22.05	70	5	1	TBD	TBD	25
ACTIVE ADULTS PARK MODELS	14.73	200	13.58	50	5	1	TBD	TBD	25
COMMUNITY PARK AND PERIMETER OPEN SPACE	5.19	N/A	TBD	10	5	PER UDO	5.19	100.00	25
ASSISTED LIVING	1.81	TBD	TBD	50	5	PER UDO	TBD	TBD	50
TOTAL PROJECT	25.63	286	11.16				≥ 5.91	≥ 20.25	

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ASSISTED LIVING	TO BE DEVELOPED BASED ON MARKET DEMAND (TBD)



STAFF REPORT

APPLICATION SUMMARY

File Number: CZ17-000010

Assessor's Parcel Number: 306-29-061, 306-29-062, 306-29-063, 306-29-064, 306-29-065, 306-29-066, 306-29-067, 306-29-068, 306-29-069 & 306-29-070

Site Location: Located northeast of State Route 89 and Road 1 South intersection.

Applicant: Granite Basin Engineering, Inc.

Property Owner: Jim Fletcher

Request: Zone change from existing CL (Commercial Light) to CL PAD (Commercial Light Planned Area Development Overlay) with its associated Development Plan.

SITE DATA

Existing Zoning	CL (Commercial Light)
Lot Size	Approximately 25.63+ Acres more or less
Designated General Plan Land Use	Commercial/ Multi- Family Residential
Existing Land Use	Vacant

BACKGROUND & HISTORY

SITE DESCRIPTION

The subject property is generally located approximately 545 feet east of the northeast corner of East Road 1 South and State Route 89, **see Figure 1**. The property is currently zoned CL (Commercial Light). The Chino Valley General Plan identifies the property with a Land Use designation of Commercial/ Multi- Family Residential under the Potential Land Use Map. Currently all ten of the parcels are vacant.

HISTORY

The project, along adjacent parcels not included in the Development Plan, were rezoned for AR-5/CL (Agricultural Residential- 5 acre minimum/ Commercial Light) to CL (Commercial Light) through Ordinance No. 04-573 and existing lots were created with approval of the Preliminary Plat through Resolution No. 07-841 and subsequent recordation of the Final Plat on September 13, 2007. After that, Mr. Fletcher successfully completed construction of the Days Inn and National Bank abutting State Route 89. At the time Mr. Fletcher also committed to an improvement plan to bring utilities, improve streets, and provide curb and drainage in return for a partial sales tax rebate. Mr. Fletcher kept true to his commitment

and extended infrastructure, but due to the recession, further commercial interest in his property did not develop as hoped.

The original commercial rezoning of the property was supported by the Town Council with the intent of generating additional services to residents as well as additional sales tax and employment opportunities. At this time, the applicant is finding that the back portion of the property does not have the same visibility as the parcels along 89, becoming more difficult to develop as commercial property.

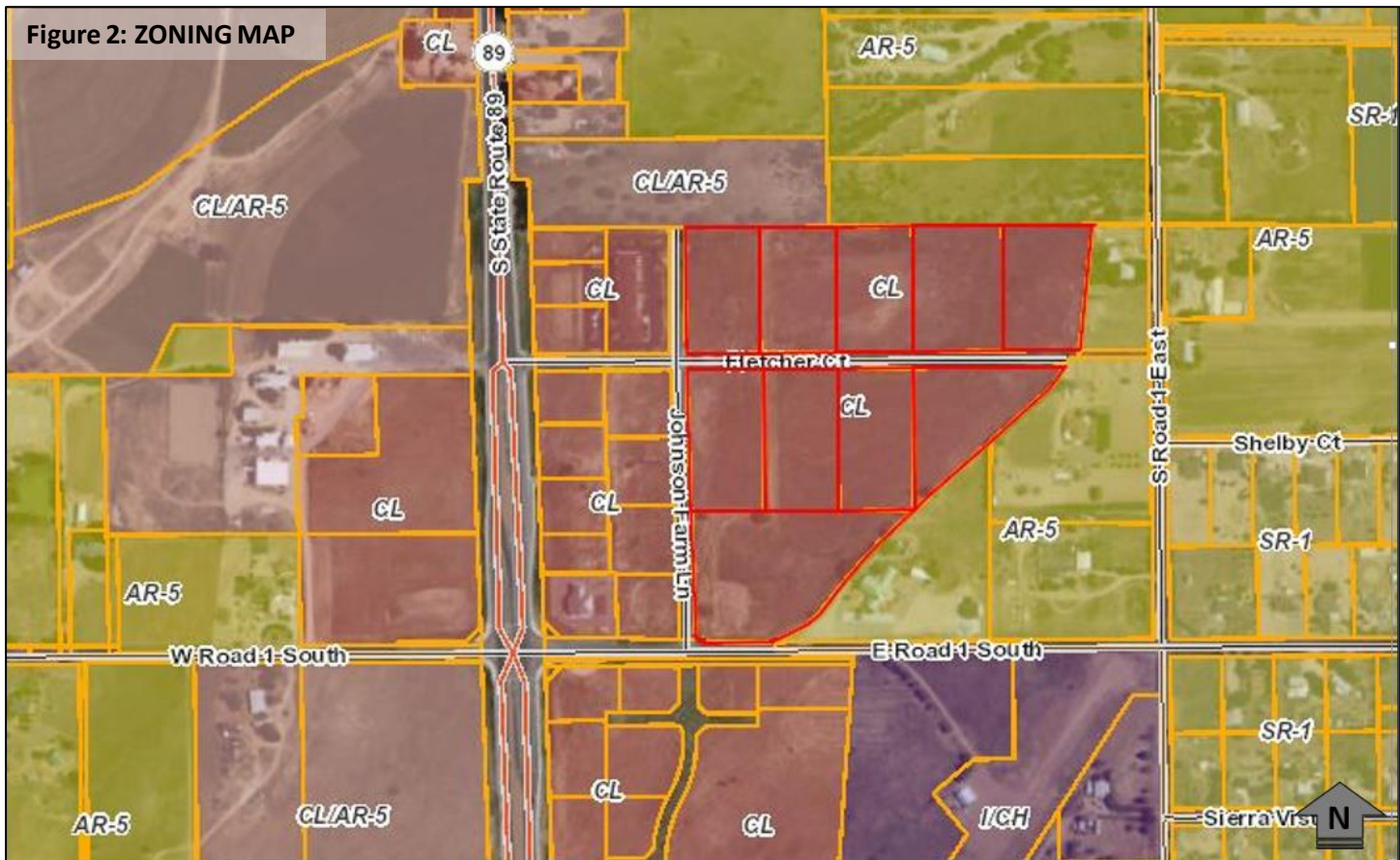


EXISTING SURROUNDING CONDITIONS & ZONING

The project is located within residential, commercial and vacant land uses. North of the subject parcels, properties are zoned AR-5 (Agricultural/Residential- 5 Acre Minimum), CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum) and CL (Commercial Heavy). To the west, properties are zoned AR-5 (Agriculture/Residential- 5 Acre Minimum), SR-1 (Single Family Residential- 1 Acres Minimum). Exactly east of the site, the property is zoned SR-0.16 (Single Family Residential- 7,000 sq. ft. Minimum Lot Area). Directly west, properties are zoned CL (Commercial Light), further west properties are zoned CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum). South of the subject properties, Lots are zoned CL (Commercial Light) and I/CH (Industrial/ Commercial Heavy) and SR-1 (Single Family Residential- 1 Acre Minimum). **See Figure 2.**

AREA	ZONING	LAND USE
North	CL/AR-5, AR-5, CL	Residential, Vacant
West	AR-5, SR-1	Residential, Chino Valley United Methodist, Chino Valley Food Bank
South	CL, I/CH, SR-1	Vacant, Chino Valley Air Park (private landing strip), Mountain View Acres Subdivision
East	CL, CL/AR-5	Vacant, National Bank of Arizona, Days Inn, Olsen’s Grain

Figure 2: ZONING MAP



PROJECT DESCRIPTION

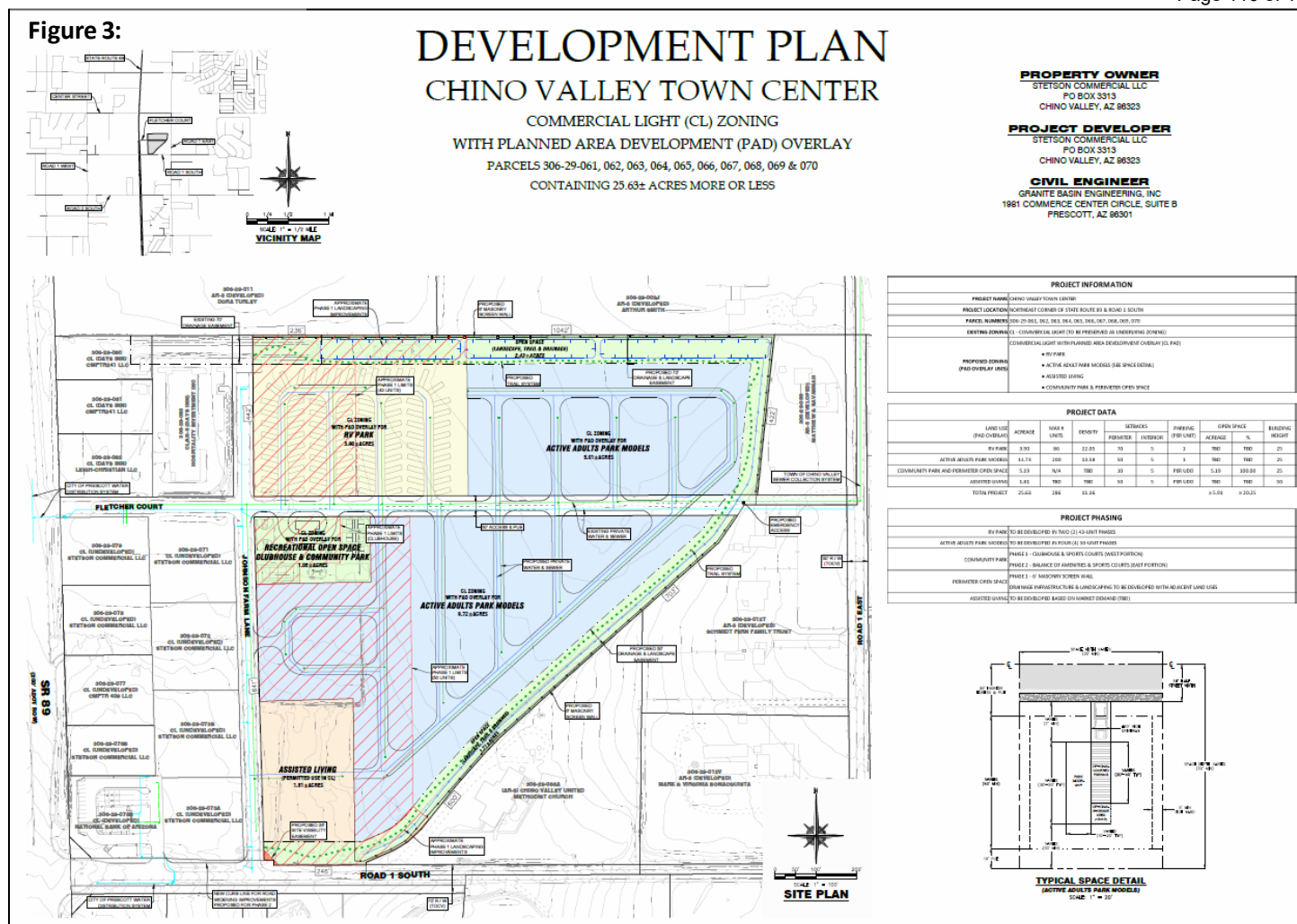
The applicant, Jim Fletcher, is requesting approval of a Planned Area Development Overlay on the existing underlying CL zoning with its associated development plan in order to build an active adult community (55+) with park model units, RV Park, assisted living facilities and recreational amenities (**See Figure 3**). Rather than subdivide the property into individual lots like a typical neighborhood, Mr. Fletcher intends to retain ownership of all parcels and site design the property which includes available spaces for rent to RV's or Park Model units. Prospective renters of the spaces would purchase their own Park Models and subsequently rent the space with utility hook ups. The park model portion of the project will consist of 200 units in 14.73 acres, the area designated to the RV Park will have up to 86 spaces within 3.90 acres. Proposed amenities include a community center and park.

Project infrastructure will be developed in accordance with the Town of Chino Valley Unified Development Ordinance (UDO). This includes roadway development standards, ADOT access requirements for SR89, service requirements of applicable utility providers, and fire safety mandates for the Central Arizona Fire & Medical Authority (CAFMA).

Primary infrastructure improvements have already been completed for the project both onsite and offsite. This includes a private water distribution system fed by the City of Prescott transmission main in SR 89, a private sewer collection system that flows to the Town's sewer main in Road 1 East, turn lane improvements along SR 89 and a signalized intersection at Road 1 East. Utilities will be extended from existing on-site infrastructure as required to provide sufficient capacity for the project.

Landscaping will be a prominent feature within the Chino Valley Town Center and will include at least one (1) non-invasive tree for each unit. A 50-ft landscape buffer is proposed along the perimeter of the project, together with a 6-ft screen wall to mitigate impacts on dissimilar land uses surrounding the property.

Figure 3:



STAFF ANALYSIS AND RECOMMENDATION

PUBLIC REVIEW & HEARING PROCESS

The applicant notified all property owners within a 300' radius by letter and signage was placed on the property notifying the general public of a neighborhood meeting in order to discuss the applicant's intentions to rezone. The item was initially introduced to the Planning and Zoning Commission on August 1, 2017 as a Discussion item. Issues regarding density, open space and amenities were discussed. On August 15, 2017 the item was presented to Council during a Town Council Study Session. At said meeting, Council members had questions about the RV Park and time limit of stay and utility providers. The neighborhood meeting was held on September 13, 2017. At said meeting about 12 surrounding property owners attended. Property owners discussed the impact the project would bring to the area. They suggested that a wall be built east of the project to mitigate the noise and access into their properties. On October 3 the item went before the Planning and Zoning Commission. During said meeting, the Commission had questions regarding pricing on rental space for the park model units and RV spaces. The public had questions about the size of the lots and how many park models the applicant was planning to located on site. The Commission forward a recommendation to Town Council of approval for a zone change from CL zoning district to CL PAD zoning district with its associated Development Plan with the following conditions:

- 1) The developer shall provide a six foot wall on the eastern property line of the project.
- 2) The reduction and density park units from 240 to 200 units.
- 3) The six foot wall shall be reduced accordingly to a site vision triangle as approved by the Town ordinance.

Motion carried unanimously (7-0) approval.

STAFF ANALYSIS

Although the proposed project will be losing prospective retail tax dollars, the rental units proposed by the applicant will generate rental tax dollars. The Town will still benefit if the project forgoes commercial development which may not be viable in such an interior portion of the property being away from SR 89 where the traffic and visibility is. The applicant's proposal becomes an alternative development type that will still generate revenue and provide housing choice in a town where flexible housing is limited. By having single ownership of a facility of this kind, there is a single point of contact and responsible party for the upkeep and maintenance of the entire project, whether it be perimeter landscaping or amenities.

With the predominance of growth and age restricted communities, in the planning perspective it is logical to cluster the assisted living facility in and around a 55+ community. In a situation where someone were to age in place and fall ill and need additional care, they could do so in the nearby assisted living facility. Additionally, other family members from out of town would have the opportunity to visit their loved ones and stay on site in the RV Park on a temporary bases. The centralized location of the community park surrounded by the applicant's three concepts gives the project a centralized meeting/recreational point. Furthermore, as visitors/residents drive into the project along Fletcher Court, the first thing they will see is the clubhouse and other amenities provided by the development.

STAFF RECOMMENDATION

Staff recommends approval for a zone change to the above referenced parcel numbers from the existing CL (Commercial Light) to CL PAD (Commercial Light with a Planned Area Development Overlay) and its associated Development Plan.

ORDINANCE NO. 17-839

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, APPROVING THE DEVELOPMENT PLAN FOR THE CHINO VALLEY TOWN CENTER PLANNED AREA DEVELOPMENT AND AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF CHINO VALLEY BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY CONSISTING OF APPROXIMATELY 25.63 ACRES GENERALLY LOCATED 450 FEET EAST OF STATE ROUTE 89, ADJACENT TO AND NORTH OF ROAD 1 SOUTH, FROM CL (COMMERCIAL LIGHT) ZONING DISTRICT TO CL (COMMERCIAL LIGHT) ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT (PAD) OVERLAY ZONING DISTRICT, 13.58 ACRES OF WHICH WILL BE AN ACTIVE ADULT 55+ PARK MODEL COMMUNITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, by adoption of this Ordinance, the Town Council desires to provide for the orderly development of land consistent with the Unified Development Ordinance of the Town of Chino Valley to permit flexibility in the design of residential, commercial and/or industrial developments in conformity with the intent and purpose of the General Plan and Unified Development Ordinance and to modify underlying zoning district regulations to permit flexibility and innovation in developmental design and provide opportunities for unique or mixed-use development; and

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

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

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

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

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

Section 1. In General.

1. The Chino Valley Town Center Planned Area Development Plan, defined in Paragraph 3 herein and attached hereto as Exhibit 3, is hereby approved.

2. The Official Zoning Map of the Town of Chino Valley is hereby amended by changing the zoning classification of property consisting of approximately 25.63 acres,

described in the legal description, Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2 (the "Property"), both of which are attached hereto and incorporated herein by this reference, from CL (Commercial Light) zoning district to CL (Commercial Light) zoning district with a Planned Area Development Overlay (PAD) zoning district, in accordance with Exhibit 3 (the "Development Plan"), as defined in Paragraph 3, herein.

3. The following definitions shall apply:

- a. "Project" shall mean the "Chino Valley Town Center PAD" containing approximately 25.63 acres, located approximately 450 feet east of State Route 89, adjacent to and north of Road 1 South.
- b. "Development Plan" shall mean that certain document submitted pursuant to Section 1.9.4.3 of the Unified Development Ordinance, as follows:

Exhibit 3: Development Plan Exhibit of the Chino Valley Town Center Planned Area Development, dated October 24, 2017.

4. The Property described in Paragraph 2 of this Section shall be used and developed in accordance with the Development Plan and the Town of Chino Valley Unified Development Ordinance. In addition to conformance with the Development Plan, development of the Property shall be subject to the following conditions:

- a. Developer shall construct off-site improvements to Road 1 South adjacent to the Property, per the proposed phasing as shown on the Development Plan, or at the time requested by Chino Valley, whichever is earlier. If the improvements are constructed per the proposed phasing, no Certificate of Occupancy or final approval of any unit constructed on the Property for that phase will be issued until the improvements required for that phase have been completed. Improvements shall be constructed to YAG/MAG standard and dedicated to the Town upon approval and acceptance of the Town Engineer.
- b. If Chino Valley constructs the improvements required by this ordinance as part of its capital improvements program prior to development of the Property, Developer shall reimburse Chino Valley for its reasonable costs of construction prior to issuance of a certificate of occupancy or final approval of any unit or building constructed on the Property.
- c. Prior to the effective date of this ordinance, Developer shall enter into a Development Reimbursement and Lien Agreement agreeing that if Chino Valley constructs the improvements as part of its capital improvements program, Developer will reimburse Chino Valley for the costs of design and construction of off-site improvements required by this ordinance. Failure by Developer to execute a Development Reimbursement and Lien Agreement prior to the effective date of this ordinance may result in reversion of the zoning to the prior zoning classification. If Developer constructs the improvements, Chino Valley shall release Developer from its obligations under the Development Reimbursement Agreement.

- d. At the written request of Chino Valley, Developer shall dedicate all necessary easements for the roadway improvements, including easements for drainage and retention and temporary construction easements. Failure to dedicate said easements within thirty (30) days after the date of Chino Valley's written request may result in the reversion of the zoning of the Property to the prior zoning classification.
- e. Developer shall create a Home Owners' Association (HOA) or Property Owners' Association (POA) for the ownership, maintenance, landscaping, improvements and preservation of all common areas and open space areas and landscaping within the rights-of-way. Maintenance responsibilities for common areas and open space areas shall be specified on the approved site plan or final plat.
- f. Developer shall record easements to be owned by the HOA or POA for pedestrian, bicycle, multi-use or trail system purposes as determined by the final plat, at the time of final plat recordation, or earlier if required by the Town Engineer. In recognition of the modifications to the underlying zoning regulations set forth herein, such easements shall be open to public access and use.
- g. Prior to final plat approval, Developer shall pay for its proportional share of sewer mains benefitting the Property, as required by the Town Engineer.
- h. All residential units shall be connected to and served by the Town of Chino Valley sewer and private water. Developer shall install service lines for sewer and water along the entire frontage of the Property. i.
The Project shall be developed in conformance with Chino Valley's zoning requirements for the zoning districts and all development shall comply with the Unified Development Ordinance, except as modified by the Development Plan and as follows:
 - i. The maximum number of dwelling units shall be limited to 200 "Active Adult Park Model" units and 86 "RV Park" units, as indicated on the Development Plan. The number of Assisted Living units and/or resident rooms will be determined at the time of the Site Plan approval.
 - ii. Developer shall provide a 6' high masonry wall on the north, east, and southern boundaries of the project.
 - iii. Phasing and completion of amenities for the project shall be in conformance with the areas indicated on the Development Plan.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Non-Severability.

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

Section 4. Providing for Penalties.

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 24th day of October, 2017 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this 24th day of October, 2017.

Darryl L. Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Phyllis L.N. Smiley, Town Attorney
Gust Rosenfeld, PLC

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)
3. Development Plan

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-839 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 24th DAY OF OCTOBER, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2017.

Jami C. Lewis, Town Clerk

EXHIBIT 1**LEGAL DESCRIPTION**

A portion of that property described in Book 4158 Official Records, Page 286, on file in the office of the Yavapai County Recorder, 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, more particularly described as follows:

(Basis of Bearings for this description is South 89°52'13" West, as measured from a found brass capped monument at the East quarter corner of said Section 27, to a found brass capped monument at the West quarter corner of said Section 27)

COMMENCING at a found brass capped monument at the East quarter corner of said Section 27;

THENCE South 89°52'13" West, along the East-West quarter line of said Section 27, a distance of 1212.13 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 89°52'13" West, along said East-West quarter line, a distance of 273.36 feet;

THENCE North 01°39'52" West, a distance of 902.77 feet;

THENCE North 00°23'01" West, a distance of 419.17 feet;

THENCE North 89°54'31" East, a distance of 1303.61 to a capped rebar, RLS number 19353;

THENCE South 06°20'46" West, a distance of 394.38 feet to a capped rebar, RLS number 19353;

THENCE North 89°55'06" East, a distance of 245.77 feet to a point on the East line of said Northeast quarter;

THENCE South 00°32'19" East, along said East line, a distance of 25.00 feet;

THENCE South 89°58'45" West, a distance of 276.76 feet to a found PK nail and disk in a concrete canal;

THENCE South 32°02'18" West, a distance of 82.35 feet to a found PK nail and disk in a concrete canal;

THENCE South 39°04'00" West, a distance of 28.58 feet to a found PK nail and disk in a concrete canal;

THENCE South 48°28'17" West, a distance of 508.85 feet to a found PK nail and disk in a concrete canal;

THENCE South 47°59'44" West, a distance of 208.86 feet to a found PK nail and disk in a concrete canal;

THENCE South 44°20'13" West, a distance of 49.85 feet to a found PK nail and disk in a concrete canal;

THENCE South 41°36'14" West, a distance of 109.25 feet to a found PK nail and disk in a concrete canal;

THENCE South 38°41'34" West, a distance of 137.15 feet to a found PK nail and disk in a concrete canal;

THENCE South 46°52'10" West, a distance of 46.80 feet to a found PK nail and disk in a concrete canal;

THENCE South 59°39'37" West, a distance of 40.34 feet to a found PK nail and disk in a concrete canal;

THENCE South 66°15'23" West, a distance of 72.94 feet to a found PK nail and disk in a concrete canal;

THENCE South 00°19'22" West, a distance of 31.03 feet to the TRUE POINT OF BEGINNING.

Containing 1,222,425 square feet or 28.06 acres, more or less.

TOGETHER WITH a 50.00 foot wide ingress, egress and public utility easement over, under and across that property described in Book 4158 Official Records, Page 286, on file in the office of the Yavapai County Recorder, 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 centerline of said easement is described as follows:

COMMENCING at a found brass capped monument at the East quarter corner of said Section 27;

THENCE South 89°52'13" West, along the East-West quarter line of said Section 27, a distance of 1485.49 feet;

THENCE North 01°39'52" West, a distance of 25.01 feet to the BEGINNING OF THE CENTERLINE TO BE DESCRIBED;

THENCE continuing North 01°39'52" West, a distance of 877.76 feet to a point hereinafter referred to as "Point A";

THENCE North 00°23'01" West, a distance of 419.17 feet and SAID CENTERLINE THERE TERMINATING.

TOGETHER WITH a 50.00 foot wide ingress, egress and public utility easement over, under and across that property described in Book 4158 Official Records, Page 286, on file in the office of the Yavapai County Recorder, 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 centerline of said easement is described as follows:

BEGINNING at the aforementioned "Point A";

THENCE South 89°54'07" West, a distance of 449.99 feet and SAID LINE THERE TERMINATING.

SUBJECT TO a right of way easement as described in Book 979 Official Records, Page 645, on file in the office of the County Recorder, Yavapai County, Arizona.

SUBJECT TO a public roadway and utility dedication as described in Book 4158 Official Records, Page 286, on file in the office of the County Recorder, Yavapai County, Arizona.

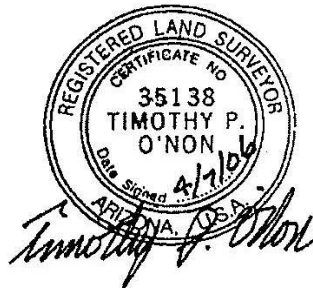


EXHIBIT 2
ZONING EXHIBIT (MAP)

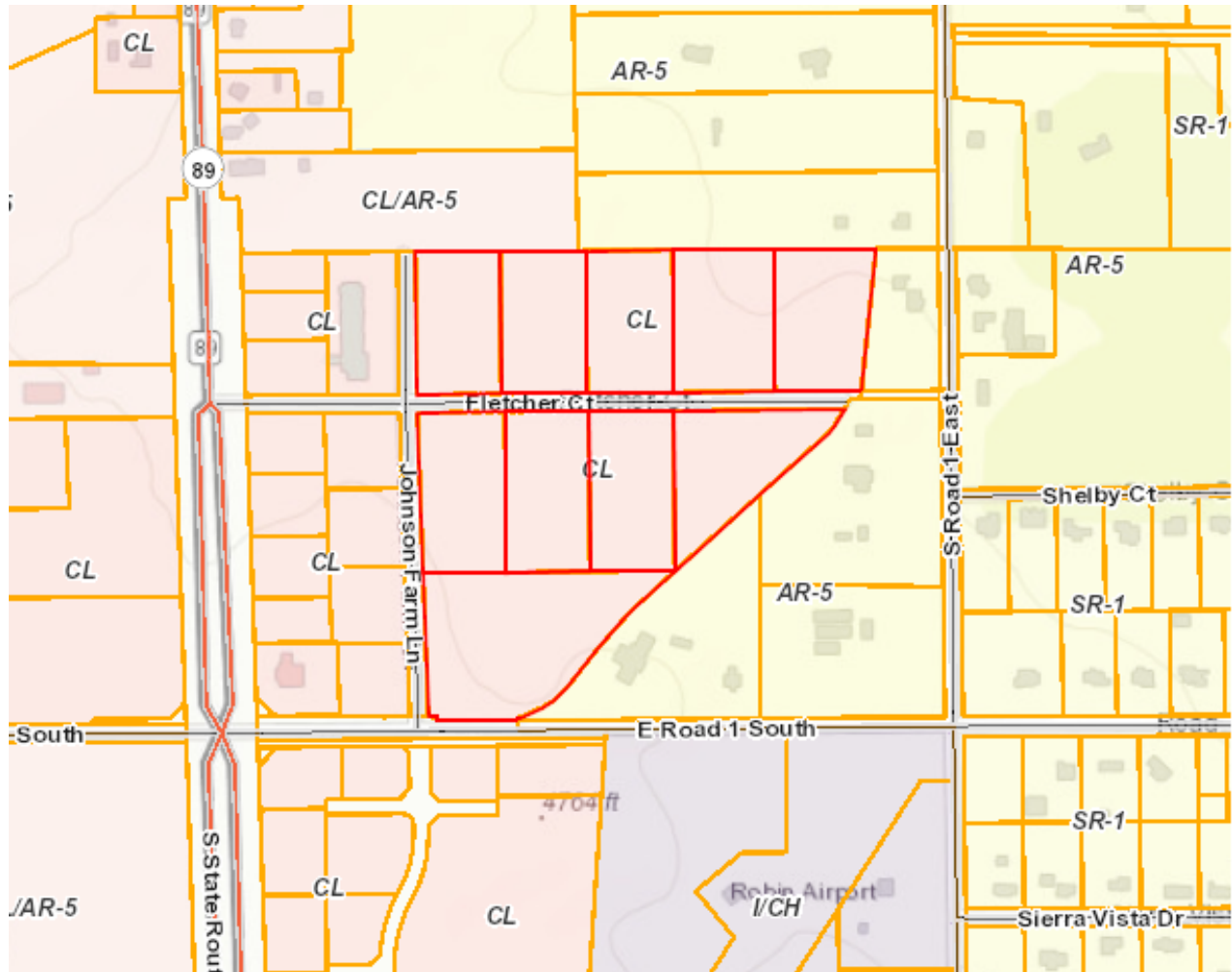


EXHIBIT 3
DEVELOPMENT PLAN



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.f.

Meeting Date: 10/24/2017
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Town Clerk
Item Type: Action Item
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals by amending the following sections: 90.02 Definitions, 90.03 Injury by Vehicle, 90.04 Stray Dogs, 90.05 Dogs at Large; Designation as Aggressive Dog, 90.06 Impoundment of Dogs; Destruction; Emergency Assistance, 90.07 Powers and Duties of the Animal Control Officer, 90.08 License Fee for Dogs; Issuance of Tags; Records; Penalties, 90.09 Anti-Rabies Vaccinations; Vaccination and License Standards, 90.10 Wearing License Tags, 90.11 Handling of Biting Dogs; Responsibility for Reporting Dog Bites, 90.12 Nuisance Barking, 90.13 Unlawful Interference with Officers, 90.14 Keeping of Aggressive Dogs, 90.15 Adequate Exercise Space for Dogs, 90.99 Violation; Penalty; and (2) by adopting new Section 90.16 Animal Cruelty, all as set forth in that document entitled the "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017," which document is adopted and incorporated into Ordinance No. 17-834 by reference. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve Ordinance No. 17-834 amending the Chino Valley Town Code, Title IX General Regulations, Chapter 90 Animals as set forth in the "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017", which is adopted by reference.

SITUATION AND ANALYSIS:

Issue Statement

Several areas of concern were encountered with the current Animal Code for the Town of Chino Valley. Staff has spent over 2 years working with stakeholders to improve the Animal regulations. We feel these ordinances will provide the tools and resources necessary to allow Chino Valley Animal Control to work with the citizens for the safety and well being of animals and citizens.

Applicable "Policy"

N/A

Satisfaction of “Policy”

N/A

Summary of Issues and Staff Rationale

We believe this will allow for better teamwork with the community to ensure animal and public safety.

Findings of Fact

Some of these revisions include decriminalizing various offenses to broaden our ability to work with our community and to ensure compliance with these regulations.

Council reviewed this item and heard from the public on September 12, 2017, and voted to forward the item to a study session for further review. On October 17, 2017, staff presented revisions to the ordinance based on Council's and the public's comments from the September 12 meeting. Council heard further public comment and staff's clarifications in response. Those changes are shown on the September 12 version of the Exhibit that is attached for your information only. At the study session, Council did not recommend any further revisions to the ordinance, except for one change to a subsection heading recommended by the Town Attorney for consistency. The Town Attorney revised the Exhibit and Ordinance to reflect the changed date of adoption and to incorporate the changes to the exhibit considered at the study session in the proper legislative format.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Town Attorney Comments

Ord 17-834 FINAL

Ord 17-834 Exhibit - FINAL

Town Attorney Comments on Proposed Animal Code Amendments

§ 90.01 Purpose – No changes from present provisions.

§ 90.02 Definitions – No need to change the first sentence but consider Town Attorney's revision.

There is no need to number the definitions and it is not a good idea because if, in the future, you wish to add or delete definitions, all the other definitions need to be renumbered.

There is also no reason to revise the format of the current definitions by inserting a hyphen and the word "means".

Aggressive Dog definition

- was moved to beginning because it was out of alphabetical order.
- The prior definition of "Dangerous Dog" provides more clarity and specific means to determine whether a dog is "dangerous."
- What Court has jurisdiction to convict a dog of "biting, molesting or attacking a person, dog and/or livestock, without provocation off the owner's property"? Section 90.05 says there is a hearing to determine whether a dog is aggressive, so I added Hearing Officer.
- The definition says the dog is "aggressive" if it bites, attacks or molests a person, etc once and is deemed by a court to be aggressive or it is convicted of biting, attacking or molesting a person, etc. twice. The provision in Section 90.05 to determine if a dog is aggressive only permits a determination after a hearing if there are 2 incidents. This is confusing. Since the procedure to designate a dog as "aggressive" is set forth in § 90.05, we revised the definition to reference that section.
- The prior Dangerous Dog definition included a provision that puts the onus on the owner – a dog whose *owner or responsible person knows or has reason to know that the dog has a propensity to attack* This is more similar to the statutory definition of "Vicious Animal": "any animal of the order carnivora that has a propensity to attack, to cause injury to or to otherwise endanger the safety of human beings without provocation, or that has been so declared after a hearing before a justice of the peace or a city magistrate."

Dangerous Dog is shown as being deleted from current Code provisions. See additional comments above.

Dog at Large – How is "under control of the owner or responsible person" determined? If the owner says that even though he did not have the animal in an enclosure or physically restrained, he could call to the dog at any time and the dog would respond – is that considered "under control"? What about if the dog was perceived by another person as being aggressive and not "under control" of the owner? Who determines? That is why saying "physically restrained" is preferable.

Dog Owner. Deleted phrase added nothing to the meaning since “having control or custody of a dog” is already part of the definition whether or not it is on behalf of the owner.

Impound. The prior version was more grammatically correct because the new version splits the subject from the verb with intervening

Neglect. Deleted “an overt act” because by definition, the word “neglect” is a failure to act.

Proper Enclosure for a Dangerous Dog. Since this only applies to Aggressive Dogs, I moved it to § 90.14, which is the section that sets forth the requirements for Aggressive Dogs.

§ 90.03 Injury by Vehicle. The provision calls for the person who hit the dog to contact the Animal Control Officer or the Police Department. Would it be possible for them to call 911 or just the PD and PD would call the Animal Control Officer?

§ 90.04 Stray Dogs. Do you want the finder to notify both PD and Animal Control Officer or just the Animal Control Officer? And consider whether making the finder legally responsible to try to locate the owner would make people less likely to catch or assist a stray dog. Should a person who is doing a good deed by picking up a stray be held responsible for trying to find its owner?

§ 90.05 We changed the title because there is no definition of or other mention of “Nuisance Dog”

(A) We deleted the addition of the Penalty since it is included specifically in § 90.99.

§ 90.06(F). We revised it so that the dog does not become the property of the Town. There are statutes dealing with destruction of Town property and we would rather not have to deal with the legal issues involved in that process.

(G) Emergency Seizure. Is this meant to be only for dogs? In some places it refers only to dogs and in others it appears to apply to all animals. We added a provision dealing with the disposition of the dog. We are not sure what should be done with the dog but if nothing is said, there is no information for the court (or anyone else) to determine what happens to the dog.

§ 90.08 Licensing. State law requires licenses for dogs 3 months of age or over. The Town’s ordinance is required to be equal to or more stringent than state law, pursuant to ARS § 11-1018.

§ 90.10(A). State law requires tags for dogs 3 months or older. See above.

§ 90.11(G) New fees (the \$25.00 fee to pick up a dog) must be posted on the Town’s website for at least 60 days prior to adoption by the Council and a report or data supporting the new fee must be filed with the Town Clerk.

§ 90.12. We reorganized it to make excessive noise and nuisance behavior be violations. Town’s version merely defined nuisance behavior without making it a violation.

§ 90.15 (B) and (C). These provisions seemed to be essentially the same – B was “when not at the residence with the dog” and (C) was “whether they are home or not”. I combined them to say “whether present or not”. It is possible that they could be securing the dog by such means at a place other than their own residence and if the ordinance is limited to whether or not they are at home or at their residence, then they presumably could attach a dog to a tie-out somewhere other than their own home.

§ 90.16. I’m not sure why you changed “animal” in the state law to “dog or cat” in some places, but you may want to consider keeping “animal” in case there are birds, hamsters, pigs, goats, or other animals being abused.

(B)(2) makes reference to Section 17-101. This reference is to a definition in ARS § 17-101. I added the reference but consider revising to read “excluding ~~any fur-bearing animals as defined in section 17-101~~ muskrats, raccoons, otters, weasels, bobcats, beavers, badgers and ringtail cats” (which is how § 17-101 defines “fur-bearing animal”).

(C) also includes a reference to the Arizona Revised Statutes without including the reference.

§ 90.17 This was moved to § 90.05 Dogs at Large to consolidate the provisions, since one deals with the violation and the other says that the owner is responsible for any property damage caused by a dog running at large.

§ 90.99(B). We prefer, when possible, to refer back to the Town’s general penalty for violations and to keep the wording consistent. Our revisions to this section reflect that with respect to the 1st Offense and 2nd offense civil, 3rd offense Class 1 misdemeanor. We lose the enhanced penalty for 2nd offense but gain the limitation to within a certain time period for the look back.

ORDINANCE NO. 17-834

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "TOWN OF CHINO VALLEY ANIMAL REGULATIONS AMENDMENTS, DATED OCTOBER 24, 2017" AS A PUBLIC RECORD; ADOPTING THE "TOWN OF CHINO VALLEY ANIMAL REGULATIONS AMENDMENTS, DATED OCTOBER 24, 2017" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY TOWN CODE, TITLE IX GENERAL REGULATIONS AS FOLLOWS: (1) BY AMENDING THE FOLLOWING SECTIONS: 90.02 DEFINITIONS, 90.03 INJURY BY VEHICLE, 90.04 STRAY DOGS, 90.05 DOGS AT LARGE; DESIGNATION AS AGGRESSIVE DOG, 90.06 IMPOUNDMENT OF DOGS; DESTRUCTION; EMERGENCY ASSISTANCE, 90.07 POWERS AND DUTIES OF THE ANIMAL CONTROL OFFICER, 90.08 LICENSE FEE FOR DOGS; ISSUANCE OF TAGS; RECORDS; PENALTIES, 90.09 ANTI-RABIES VACCINATIONS; VACCINATION AND LICENSE STANDARDS, 90.10 WEARING LICENSE TAGS, 90.11 HANDLING OF BITING DOGS; RESPONSIBILITY FOR REPORTING DOG BITES, 90.12 NUISANCE BARKING, 90.13 UNLAWFUL INTERFERENCE WITH OFFICERS, 90.14 KEEPING OF AGGRESSIVE DOGS, 90.15 ADEQUATE EXERCISE SPACE FOR DOGS, 90.99 VIOLATION; PENALTY; AND (2) BY ADOPTING NEW SECTION 90.16 ANIMAL CRUELTY, ALL AS SET FORTH IN THE "TOWN OF CHINO VALLEY ANIMAL REGULATIONS AMENDMENTS, DATED OCTOBER 24, 2017" AND ALL RELATED TO CHANGING THE DESIGNATION OF "DANGEROUS DOG" TO "AGGRESSIVE DOG", REVISING THE DEFINITION OF "DOG", CLARIFYING THE REGULATIONS FOR IDENTIFYING AND KEEPING AGGRESSIVE DOGS, PROVIDING PROCESSES AND REGULATIONS RELATED TO EMERGENCY ASSISTANCE FOR DOGS, REVISING THE REQUIREMENTS FOR ANTI-RABIES VACCINES TO CONFORM TO STATE LAW, CLARIFYING THE RESPONSIBILITIES OF DOG OWNERS AND RESPONSIBLE PERSONS RELATED TO AGGRESSIVE DOGS AND DOG BITES, EXCESSIVE BARKING, AND OTHER NUISANCE BEHAVIORS, CRIMINALIZING ANIMAL CRUELTY, AND UPDATING THE PENALTY PROVISIONS FOR VIOLATIONS OF CHAPTER 90; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

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

Section 1. In General.

1. That certain document entitled "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017" is hereby declared to be a public record and three paper copies or one paper copy and one electronic copy maintained in compliance with Arizona Revised Statutes § 44-7041, are filed in the office of the Town Clerk and kept available for public use and inspection.

2. The Town Code of the Town of Chino Valley, Arizona, Title IX General Regulations, Chapter 90 Animals is hereby amended by (1) by amending the following sections: 90.02 Definitions, 90.03 Injury by Vehicle, 90.04 Stray Dogs, 90.05 Dogs at Large; Designation as Aggressive Dog, 90.06 Impoundment of Dogs; Destruction; Emergency Assistance, 90.07 Powers and Duties of the Animal Control Officer, 90.08 License Fee for Dogs; Issuance of Tags; Records; Penalties, 90.09 Anti-Rabies Vaccinations; Vaccination and License Standards, 90.10 Wearing License Tags, 90.11 Handling of Biting Dogs; Responsibility for Reporting Dog Bites, 90.12 Nuisance Barking, 90.13 Unlawful Interference with Officers, 90.14 Keeping of Aggressive Dogs, 90.15 Adequate Exercise Space for Dogs, 90.99 Violation; Penalty; and (2) by adopting new Section 90.16 Animal Cruelty, all as set forth in that document entitled the "Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017," which document is hereby adopted and incorporated into this ordinance by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

Section 4. Providing for Penalties

Any person found responsible for violating any provision of this Ordinance punishable by civil sanctions shall be subject to the civil sanctions and habitual offender provisions and any person found guilty of a violation of any provision of this Ordinance that is designated as a criminal violation shall be subject to imprisonment and penalties, all as set forth in Section 90.99 of the Town Code, as amended by and set forth in that document entitled "Town of Chino Valley Animal Regulation Amendments, Dated October 24, 2017."

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 24th day of October, 2017 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this ____ day of October, 2017.

Darryl Croft, Mayor

ATTEST:

Ordinance No. 17-834
3055031.2

October 24, 2017

Page 2

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis L.N. Smiley, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Town of Chino Valley Animal Regulations Amendments, Dated October 24, 2017

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-834 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2017.

Jami C. Lewis, Town Clerk

Chino Valley, Arizona Animal Regulations Amendments

Dated October 24, 2017

The Town Code of Chino Valley, Arizona, Title IX General Regulations, Chapter 90 Animals, is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in strikeout):

§ 90.01 Purpose.

The purpose of this chapter is to aid and assist the Town and its appropriate staff in the enforcement of A.R.S. §11-1002, Powers and duties of the state veterinarian and the Arizona Department of Agriculture; A.R.S. §11-1003, Power and Duties of the Department of Health Services; A.R.S. §11-1010, Anti-rabies Vaccination; Vaccination and License Stations; A.R.S. §11-1016, Removing Impounded Animals; A.R.S. §11-1017, Unlawful Keeping of Dogs; and A.R.S. §11-1020, Dogs; Liability.

§ 90.02 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context ~~clearly indicates or requires a different meaning~~ OTHERWISE:

AGGRESSIVE DOG. ANY DOG THAT HAS BITTEN, ATTACKED OR MOLESTED A PERSON, DOMESTIC ANIMAL, FOWL, POULTRY, PET AND/OR LIVESTOCK AND HAS BEEN DEEMED AS SUCH BY A HEARING OFFICER OR COURT OF JURISDICTION PURSUANT TO § 90.05.

Animal Control Officer. A person who has the authority and is responsible for enforcement of the provisions and regulations of this Chapter.

Animal Control Shelter. Any established location authorized by the Chief of Police for the confinement, maintenance, safekeeping and control of dogs that come into the custody of an animal control officer or police officer in the performance of their duties.

Collar. A band, harness, or suitable device worn around the neck or body of a dog to which a license tag may be attached.

~~**Dangerous Dog.** Any dog:~~

~~—(1) Whose owner or responsible person knows, or has reason to know, that the dog has a propensity to attack, to cause injury, or otherwise endanger the safety of human beings or domestic animals without provocation;~~

~~—(2) That has been previously found to be dangerous or vicious by a court of competent jurisdiction, the owner having received notice thereof, and the dog again having aggressively bitten, attacked or endangered the safety of humans or domestic animals;~~

- ~~—(3) That, without provocation, inflicts severe injury to a human being;~~
- ~~—(4) That menaces, maims or kills domestic animals when off its owner's property;~~
- ~~—(5) That is used in the commission of a crime, including but not limited to, dog fighting; or~~
- ~~—(6) That, unprovoked, chases or approaches a person upon the streets, or any public grounds, in a menacing fashion or apparent attitude of attack, or that causes injury or otherwise threatens the safety of humans or domestic animals.~~

Dog. A member of the canis familiaris family, DOMESTICATED WOLVES AND/OR OFFSPRING OF A DOG CROSS-BRED WITH WILD ANIMALS OR DOMESTICATED WOLVES.

Dog at Large. A dog that is not on the premises of the owner or responsible person, and is not under the control of the owner or responsible person. Any dog in a suitable enclosure or physically restrained by the owner or responsible person shall not be considered to be at large.

Dog Owner. Any person OWNING, possessing, harboring, keeping, having an interest in, or having control or custody of a dog.

Dog Violation Citation. A document issued by an animal control officer or police officer to a person who has violated a provision of this chapter.

Enclosure. A fence or structure suitable to prevent the escape of a dog or the entry of young children.

Impound. The act of taking or receiving any dog into THE custody by OF an animal control officer or police officer for the purpose of confinement IT in the Chino Valley Animal Control Shelter in accordance with the provisions of this chapter.

Microchip. To implant an animal with a microchip tag linked to a national computer network for the purpose of identification.

Neglect. ~~An overt act involving~~ Failure to provide for the health and safety of a dog, including but not limited to, failure to provide adequate food, water, shelter, exercise or necessary veterinary care to a dog, or to adequately confine a dog in a manner appropriate to its breed, age and condition.

Person. See § 10.05.

Proper Enclosure for a Dangerous Dog ~~means while on the owner's or responsible person's~~

~~property, the secure confinement of a dangerous dog, either indoors or in a securely enclosed and locked pen or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Such pen or structure shall have secure sides, top and floor, and be constructed in a manner that does not allow the dog's head to protrude through the pen or structure. Such pen or structure shall also provide protection from the elements for the dog, along with fresh food and water and exercise area to maintain the dog in good health.~~

Responsible Person. An owner or ~~any~~ OTHER person who has the responsibility for the possession, care, custody, or control of a dog ~~or fowl~~, and has the authority and ability to act on behalf of, or in the interest of the owner.

Restraint. Confinement of a dog within the real property limits of its owner, or secured by a leash or lead or otherwise under control of a responsible person, or confinement within a vehicle in a manner that prevents escape.

Severe Injury. Any physical injury that results in A broken bones, puncture wounds, or lacerations, AND THAT MAY OR MAY NOT requirEing sutures and/or cosmetic surgery.

Shelter. A structure capable of protecting a dog from present and potential environmental hazards.

Stray Dog. A dog that is at large and is not wearing a valid license tag and/or microchip device.

Tag. Proof of a license that is worn by the licensed dog.

~~**Tattoo**—an indelible mark or figure fixed upon the body by insertion of pigment under the skin.~~

Under Control. Physically restrained by a leash, rope, cord or chain or other device and/or under the direct supervision and control of the owner or responsible person.

Vaccination. The administration of an anti-rabies vaccine to A dogs by a veterinarian.

Veterinary Hospital. Any establishment operated by a veterinarian licensed to practice in the State of Arizona which provides clinical facilities and houses dogs ~~or birds~~ AND/OR OTHER DOMESTICATED ANIMALS for dental, medical, or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it or as an integral part of it, pen, stalls, cages or kennels for quarantine, observation or boarding.

§ 90.03 Injury by Vehicle.

Any person who accidentally or otherwise hits a dog with a vehicle ~~must~~ SHALL make a reasonable effort to contact the owner of the dog. In the event the owner cannot be contacted, the operator of the vehicle shall at once contact the Police Department or Animal Control Officer to report the incident.

~~Penalty, see § 90.99~~

§ 90.04 Strays DOGS.

(A) It is unlawful for any person to harbor or keep any lost or stray dog within the town without notifying the Animal Control Officer. ~~Whenever any dog is found that appears to be lost or strayed, it shall be the duty of the finder to notify the owner, animal control officer, or the Police Department as soon as possible.~~

(B) WHEN A DOG THAT APPEARS TO BE LOST OR STRAY IS FOUND, THE FINDER SHALL MAKE A REASONABLE EFFORT TO LOCATE THE OWNER AND SHALL NOTIFY THE ANIMAL CONTROL OFFICER OR THE POLICE DEPARTMENT AS SOON AS POSSIBLE. ~~Penalty, see section 90.99 B~~

§ 90.05 ~~Running~~ DogS at Large; DESIGNATION AS AGGRESSIVE DOG.

(A) It is unlawful for an owner or responsible person of a dog to allow it to be at large within the Town limits. The owner or responsible person of a dog shall provide adequate fencing and/or enclosures to keep ~~#~~THE DOG contained on his or her property. ~~or, If A DOG IS off the OWNER OR RESPONSIBLE PERSON'S property, THE OWNER OR RESPONSIBLE PERSON are~~SHALL MAINTAIN ~~under the owner's or responsible person's~~ direct supervision and control OF THE DOG AT ALL TIMES.

(B) Any dog at large may be apprehended and impounded by an animal control officer or police officer.

(1) Animal control officers may issue citation(s) for a dog at large to the owner or responsible person of that dog.

(2) The procedure for the issuance of a notice to appear shall be as provided for peace officers in A.R.S §13-3903, except the animal control officer shall not make an arrest before issuing the notice.

(3) The issuance of citations pursuant to this chapter shall be subject to the provisions of A.R.S. §13-3899.

(C) THE OWNER OR RESPONSIBLE PERSON OF THE DOG SHALL BE LIABLE FOR ANY INJURY TO A PERSON OR DAMAGE TO ANY PROPERTY RESULTING FROM A DOG AT LARGE IN VIOLATION OF THIS SECTION.

(GD) A dog is not at large:

(1) If it is engaged in obedience training, accompanied by and under the control of its owner or trainer.

(2) While it is being used for legitimate hunting purposes.

(3) While it is being exhibited in a sanctioned event.

(4) If while off the premises of the owner or responsible person, it is under the owner's, or responsible person's direct supervision and control OR BY USE OF A LEASH OR OTHER TETHER DEVICE DIRECTLY CONTROLLED BY THE OWNER OR RESPONSIBLE PERSON.

(5) If it is being utilized as a service dog for a handicapped person or a seeing-eye dog in assisting a legally blind person, AND SUFFICIENT CONTROL IS EXERCISED BY THE HANDLER.

(6) If IT is being used to control livestock.

(7) WHILE IT IS BEING USED TO ASSIST A POLICE OFFICER ENGAGED IN LAW ENFORCEMENT DUTIES.

(E) A DOG OWNER OR RESPONSIBLE PERSON SHALL CONTROL THE DOG IN A MANNER THAT PREVENTS THE DOG FROM BITING, ATTACKING, MOLESTING, OR INTERFERING WITH A PERSON, DOMESTIC ANIMAL, FOWL, POULTRY, PET AND/OR LIVESTOCK OR CHASING VEHICLES.

(F) A PERSON IS NOT IN VIOLATION OF SUBSECTION (E) IF:

(1) THE DOG IS ON THE OWNERS' PROPERTY AND THE BITING, ATTACKING, MOLESTING, OR INTERFERING OCCURS AFTER PROVOCATION FROM THE PERSON, DOMESTIC ANIMAL, FOWL, POULTRY, PET OR LIVESTOCK THAT WAS BIT, ATTACKED, MOLESTED OR INTERFERED WITH; OR

(2) THE DOG IS OWNED BY A GOVERNMENTAL AGENCY AND IS IN USE FOR MILITARY OR POLICE WORK; OR

(3) THE DOG IS A SERVICE DOG AND THE INCIDENT OCCURRED WHILE THE DOG WAS PROVIDING A SERVICE TO THE OWNER;

(4) THE DOG WAS ENGAGED IN THE LAWFUL ACT OF HUNTING, RANCHING, FARMING OR OTHER AGRICULTURAL PURPOSE.

(G) AFTER A CONVICTION OF A VIOLATION OF SUBSECTION 90.05(E) INVOLVING THE ATTACKING AND/OR BITING OF A PERSON, DOMESTIC ANIMAL, FOWL, POULTRY, PET AND/OR LIVESTOCK, THE PROSECUTOR MAY REQUEST A HEARING TO ESTABLISH PROBABLE CAUSE TO HAVE THE DOG CLASSIFIED BY THE COURT AS AN AGGRESSIVE DOG.

(H) IF A DOG IS INVOLVED IN TWO OR MORE VIOLATIONS OF SUBSECTION 90.05(E) INVOLVING AN ATTACK AND/OR BITING OF A PERSON, DOMESTIC

ANIMAL, PET AND/OR LIVESTOCK OFF THE OWNER'S PROPERTY THE DOG SHALL, UPON THE SECOND OR SUBSEQUENT CONVICTION, BE DEEMED BY THE COURT TO BE AN AGGRESSIVE DOG AND THE DOG SHALL BE MAINTAINED IN CONFORMANCE WITH § 90.14.

(I) AN OWNER WHOSE DOG IS DEEMED TO BE AN AGGRESSIVE DOG MAY PETITION THE COURT TO DE-CLASSIFY THE DOG AS AGGRESSIVE. THE PETITION SHALL REQUEST A HEARING AT WHICH THE OWNER MAY PRESENT FACTS AND CIRCUMSTANCES TO THE COURT SUPPORTING THE REQUEST. WHILE THE REQUEST IS PENDING AND UNTIL THE HEARING OFFICER MAKES A DETERMINATION THAT THE DOG IS NOT AN AGGRESSIVE DOG, THE DOG SHALL BE MAINTAINED IN CONFORMANCE WITH § 90.14.

§ 90.06 ImpoundingMENT of Dogs; DESTRUCTION; EMERGENCY ASSISTANCE.

(A) Any stray dog shall be impounded. All impounded dogs shall be given proper care and maintenance.

(B) Each impounded licensed, OR micro chipped ~~or tattooed~~ dog shall be kept and maintained at the Animal Control Shelter for a minimum of ~~4~~TEN days, unless claimed by its owner or responsible person. An unlicensed dog ~~will~~SHALL be kept and maintained at the Animal Control Shelter for a minimum of ~~3~~THREE days. Any dog found without a tag, ~~OR microchip device, or tattoo~~ identifying its owner shall be deemed not owned.

(C) An impounded licensed or unlicensed dog may be adopted upon expiration of the impoundment period, provided the ADOPTING person pays the appropriate adoption fees and complies with licensing and vaccinating provisions of this chapter. Adoption fees may be waived for recognized nonprofit dog rescue groups. No dog ~~will~~SHALL be released for use in medical research. Animal control officers may destroy impounded sick, or injured dogs whenever the destruction is DEEMED BY A LICENSED VETERINARIAN TO BE necessary to prevent the dog from suffering or to prevent the spread of disease, ~~provided such is confirmed by a licensed veterinarian.~~

(D) Any licensed impounded dog ~~impoundment~~ may be reclaimed by its owner or responsible person within ~~4~~TEN days OF ITS IMPOUNDMENT, provided the person reclaiming the dog furnishes proof of the right to do so, proof of rabies vaccination, pays all dog shelter fees, medical fees, service and license fees as applicable. If the dog is not reclaimed within the impoundment period, the animal control officer shall take possession OF THE DOG and may place the dog for adoption or ~~may~~ dispose of the dog in a humane manner as prescribed by a licensed veterinarian.

(E) A DOG SHOWING SIGNS OR SYMPTOMS OF RABIES, ~~Any dog, except those showing signs of rabies, which it is necessary to destroy, shall~~MAY be destroyed ~~only~~ by a state licensed veterinarian OR ANY OTHER MEANS DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH AND SAFETY.

F. ~~Any dog~~ UPON surrender OF A DOG by its owner or responsible person to THE TOWN FOR DESTRUCTION, ~~be destroyed, A DOG SHALL become the property of the town~~ SHALL BECOME THE PERSON RESPONSIBLE FOR THE DOG. PRIOR TO THE SURRENDER, THE OWNER OR RESPONSIBLE PERSON SHALL PAY All associated fees ~~will be paid by the owner or responsible person that~~ TO THE TOWN ~~surrenders the dog~~.

(G) EMERGENCY ASSISTANCE OF ANIMAL. IF A PEACE OFFICER OR ANIMAL CONTROL OFFICER OBSERVES AN ANIMAL IN IMMINENT DANGER OF DEATH OR INHUMANE SUFFERING, THE PEACE OFFICER OR ANIMAL CONTROL OFFICER MAY ASSIST THE ANIMAL AS NEEDED.

§ 90.07 Powers and Duties of the Animal Control Officer.

(A) The animal control officer shall:

- (1) Enforce the provisions of this chapter and the regulations promulgated hereunder;
- (2) Issue citations for violations of this chapter and the regulations promulgated hereunder. The procedure ~~of~~ FOR the issuance of notices to appear shall be AS provided for peace officers in A.R.S. §13-3903, except that the Animal Control Officer shall not make an arrest before issuing the notice.

(B) ~~The issuance of citations~~ ISSUED FOR VIOLATIONS OF THIS CHAPTER ~~pursuant to this section shall be subject to~~ COMPLY WITH the NON-VERIFICATION AND CERTIFICATION REQUIREMENTS ~~provision of~~ SET FORTH IN A.R.S. §13-3899.

(C) The animal control officer is a member of the Police Department and, where applicable, shall function in accordance with Police Department policies and procedures.

§ 90.08 License Fee for Dogs; Issuance of Tags; Records; Penalties.

(A) The Town Council shall set an annual license fee, which shall be paid for each dog ~~3~~ THREE months of age or over that is kept, harbored or maintained withIN the boundaries of the Town for at least 30 ~~consecutive~~ days of the calendar year. License fees shall ~~become payable~~ SET AT the discretion of the Council BY RESOLUTION. The licensing period shall not exceed the period of time for revaccination as designated by the State Veterinarian.

(B) License fees shall be paid within ~~90~~30 days of acquisition of the dog AND/OR THE DOG BECOMES ELIGIBLE FOR LICENSING. A penalty shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this chapter.

(C) Durable license tags shall be provided. Each dog licensed under the terms of this chapter shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the town, the number of the license and the year for which it is valid. The license tag shall be attached to a collar or harness which shall be worn by the dog at all times except when the dog is confined on the owner's property or due to medical condition certified by a licensed veterinarian in which case the owner ~~will~~ SHALL provide proof of said condition signed by a licensed

veterinarian. Whenever a tag is lost, a duplicate tag shall be issued upon application and payment of a fee by the owner.

(D) License fees for dogs permanently incapable of procreation shall be at a lower rate. An application for a license for a dog incapable of procreation shall furnish adequate proof satisfactory to the animal control officer that the dog has been surgically altered to be permanently incapable of procreation.

(E) After written notification from the animal control officer, the owner will have ~~15~~FIFTEEN days to obtain a license for a dog required to be licensed. It is ~~also~~ a violation of this chapter to counterfeit or attempt to counterfeit an official dog tag, or to remove a tag from any dog for the purpose of willful and malicious mischief or to place a dog tag upon a dog unless the tag was issued for that particular dog.

(F) Impounding fees shall be established by RESOLUTION OF the Council in conformance with current state fees for the impounding and maintenance of dogs of like species and circumstances.

~~Penalty, see section 90.99.~~

§ 90.09 Anti-Rabies Vaccinations: Vaccination and License Standards.

(A) Before a license is issued for any dog, the owner must present a rabies vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer and serial number of the vaccine used, and date revaccination is due. A duplicate of each rabies vaccination certificate issued to a resident of Chino Valley shall be transmitted to the animal control officer on or before the 10th day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions and regulations of this chapter.

(B) The owner of a dog ~~3~~THREE months of age over which, for medical purposes, is unable to receive a rabies vaccination may request a waiver of the unaltered license fees. The owner may be granted this waiver only after supplying ~~to the animal control officer~~ a certified veterinarian recommendation from a licensed veterinarian TO THE ANIMAL CONTROL OFFICER.

(C) A dog vaccinated in any other state prior to entry into Arizona may be licensed in Arizona provided that, at the time of licensing, its owner presents a vaccination certificate, signed by a veterinarian licensed to practice in the state or a veterinarian employed by a governmental agency in that state. The vaccination certificate must state the owner's name and address, and provide a description of the dog, its date of vaccination, and type, manufacturer and serial number of the vaccine used.

(D) The vaccination must be in conformity with the provisions and regulations of this chapter.

§ 90.10 Wearing License Tags.

(A) Any dog over the age of ~~3~~THREE months, THAT IS OFF THE OWNERS PROPERTY, shall ~~either be implanted with a permanent microchip device or~~ wear a collar or harness to which is attached a valid license tag pursuant to § 90.08 above.

B. EXCEPTIONS:

1. IF A DOG IS MICROCHIPPED AND THE OWNER INFORMATION ON FILE WITH THE MICROCHIP COMPANY IS CURRENT AND INCLUDES A VALID TELEPHONE NUMBER, AND THE OWNER OF THE DOG HAS IN HIS POSSESSION PROOF OF CURRENT RABIES VACCINATION THE DOG NEED NOT WEAR A LICENSE TAG.

2. Dogs used for the control of livestock, while being trained for hunting or dog obedience training, or while being exhibited or trained at a kennel club event, and ~~the dogs while~~ being transported to and from such events, need not wear a collar or harness with a valid license attached, provided they are properly vaccinated, licensed and controlled.

~~C. Penalty, see section 90.99~~

§ 90.11 Handling of Biting Dogs; Responsibility for Reporting Dog Bites.

(A) A dog whether licensed, unlicensed or unvaccinated, that bites any person shall be confined and quarantined in an authorized animal control shelter ~~(as defined in section 90.02)~~, with the owner or responsible person liable for all fees and expenses. Upon the request of and at the expense of the owner or responsible person, the dog may be quarantined at a veterinary hospital, or at a location deemed appropriate by the animal control officer for a period of not less than ~~10~~TEN days.

(B) Whenever a dog bites any person, the incident shall be reported to the animal control officer or Police Department immediately by any person having direct knowledge. The officer shall be responsible for making reports of dog bites and other dog related incidents and procedures, including the disposal of dog remains and transportation of dogs to be scientifically examined.

(C) Any dog confined and quarantined pursuant to this chapter may be destroyed prior to the termination of the minimum confinement period for laboratory examination for rabies if:

(1) The dog shows clear clinical signs of rabies in accordance with state law; and

(2) The owner or responsible person of the dog consents to its destruction.

(D) Any dog found without a tag, OR microchip device, ~~or tattoo~~, identifying its owner shall be deemed not owned.

(E) Dogs that expire or become ill during quarantine shall be examined by medical authorities to scientifically determine causes for the condition or death of the dog and if a communicable disease is present. All associated fees will be paid by the owner or responsible person.

(F) In any case, where the dog is determined to be diseased, the owner or responsible person of the dog and the victim of the attack or bite shall be immediately notified so medical treatment may be administered as necessary. In cases where the victim is in or on a public place or lawfully in or on a private place at the time of the attack or bite, all associated reasonably necessary fees shall be paid by the owner or responsible person.

~~Penalty, see § 90.99~~

(G) THE OWNER OF ANY DOG THAT HAS BITTEN A PERSON SHALL DELIVER THE DOG TO THE CHINO VALLEY ANIMAL SHELTER AT THE REQUEST OF THE ANIMAL CONTROL OFFICER AND/OR POLICE OFFICER. IF THE OWNER REFUSES OR DOES NOT BRING THE DOG TO THE CHINO VALLEY ANIMAL SHELTER, AND THE DOG IS RETRIEVED BY THE POLICE DEPARTMENT OR ANIMAL CONTROL OFFICER, THE OWNER SHALL PAY THE TOWN A BITING DOG RETRIEVAL FEE, AS ESTABLISHED BY THE TOWN COUNCIL BY SEPARATE RESOLUTION. AS AN ALTERNATIVE TO DELIVERING THE DOG TO THE CHINO VALLEY ANIMAL SHELTER, THE OWNER MAY TIMELY TAKE THE DOG TO A LICENSED VETERINARIAN CLINIC WHERE IT SHALL REMAIN FOR THE QUARANTINE PERIOD AND, IN WHICH CASE, THE BITING DOG RETRIEVAL FEE SHALL NOT APPLY.

§ 90.12 ~~Nuisance Barking~~ EXCESSIVE BARKING; NUISANCE BEHAVIOR

(A) ~~No dog shall cause~~ IT SHALL BE UNLAWFUL FOR A DOG TO:

(1) CAUSE a disturbance TO THE PEACE AND ENJOYMENT OF ANY REASONABLE PERSON RESIDING WITHIN THE TOWN LIMITS by excessive barking or other noise making ~~that causes a disturbance~~, including, but not limited to, howling, screeching, yelping, or baying, ~~as specified in division (B) below;~~

(2) ENGAGE IN NUISANCE BEHAVIOR, INCLUDING BUT NOT LIMITED TO DAMAGING, SOILING, DEFILING, OR DEFECATING ON PRIVATE PROPERTY OTHER THAN THE OWNER'S OR ON PUBLIC SIDEWALKS, TRAILS, OR RECREATION AREAS, UNLESS SUCH WASTE IS IMMEDIATELY REMOVED AND PROPERLY DISPOSED OF BY THE OWNER OR PERSON RESPONSIBLE.

(B) ~~ANY persons desiring to pursue CIVIL OR criminal charges against any person keeping or maintaining a dog that is in the habit of barking, howling or otherwise disturbing the peace and quiet of any reasonable persons residing within the town limits~~ FOR A VIOLATION OF SUBSECTION (A) ABOVE, ~~must~~ SHALL complete a witness statement (provided by the

animal control officer or other representative of the Police Department) and assist in the prosecution. ~~Penalty, see § 90.99.~~

§ 90.13 Unlawful Interference with ~~Animal Control~~ Officers

It is unlawful for any person to interfere with an animal control officer OR PEACE OFFICER in the performance of his or her duties. ~~Penalty, see section 90.99~~

§ 90.14 ~~Dangerous~~KEEPING OF AGGRESSIVE Dogs.

It is unlawful for an owner to have a ~~dangerous~~AN AGGRESSIVE dog within the Town limits without a certificate of registration issued under this section. This section shall not apply to dogs used by law enforcement officials for police work.

(A) An animal control officer shall issue a certification ~~and~~ of registration to the owner of such dog if the owner presents to the animal control officer sufficient evidence of:

(1) A proper enclosure for a ~~dangerous~~THE AGGRESSIVE dog to confine the ~~dangerous~~AGGRESSIVE dog, and the posting of the premises with a clearly visible warning sign that there is a ~~dangerous~~AN AGGRESSIVE dog on the property. ~~In addition, the owner shall conspicuously display a~~THE sign with SHALL INCLUDE a warning symbol that informs children of the presence of a ~~dangerous~~AN AGGRESSIVE dog.

(2) A surety bond issued by a surety insurer, in ~~the~~A form acceptable to the Town Prosecutor in a sum of no less than \$100,000.

(3) A policy of liability insurance, such as homeowner's insurance, issued by a qualified insurer, in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the ~~dangerous~~AGGRESSIVE dog.

(B) It is unlawful for the owner of a ~~dangerous~~AN AGGRESSIVE dog to permit the dog to be outside of the proper enclosure unless the dog is under control of the owner or a responsible person AND IS RESTRAINED BY A LEASH AND MUZZLE.

(C) A dog shall not be declared to be ~~dangerous~~AGGRESSIVE if the bite or attack was deemed accidental or with reasonable cause, or if the threat or damage was sustained by a person who, at that time, was committing a willful trespass or other criminal act upon the premises occupied by the owner of OR PERSON RESPONSIBLE FOR the dog, or was tormenting, abusing or assaulting the dog, or has in the past been observed or reported to have tormented, abused or assaulted the dog, or committing or attempting commit a crime.

(D) Any ~~dangerous~~AGGRESSIVE dog shall be immediately confiscated by an animal control officer if:

(1) The dog is not validly registered ~~under division~~AS REQUIRED BY SUBSECTION (A) above;

(2) The owner does not secure the REQUIRED liability insurance coverage ~~required under this section;~~

(3) The dog is not maintained in the proper enclosure;

(4) The dog is outside the dwelling of the owner, or outside of the proper enclosure and not under control of the owner or responsible person, IN WHICH CASE, ~~In addition,~~ the owner or responsible person shall be guilty of a Class 1 misdemeanor.

(5) The dog was previously found to be a ~~dangerous~~ AN AGGRESSIVE dog under this chapter and attacks or bites a person or another domestic dog. In this event, the owner or responsible person ~~is subject to~~ SHALL REASONABLY ACT TO protect the public or other dogs. In addition, the aggressive dog shall be placed in quarantine for the proper length of time and thereafter, upon order of the court, shall be destroyed in an expeditious and humane manner.

(6) The dog aggressively attacks and causes severe injury or death of any human, regardless of whether the dog has previously been declared potentially dangerous, ~~or dangerous,~~ OR AGGRESSIVE. In addition, the dog shall immediately be placed in quarantine for the proper length of time and thereafter, upon order of the court, shall be destroyed in an expeditious and humane manner. ~~In addition,~~ The owner or responsible person shall be guilty of a Class 1 Misdemeanor.

(E) Notwithstanding the requirements set forth in paragraphs (A)(1) through (A)(3) above, the Town shall not be liable for the owner's failure to secure and maintain a proper enclosure, a surety bond, or a policy of liability insurance.

(F) FOR PURPOSES OF THIS SECTION "PROPER ENCLOSURE" SHALL MEAN THE SECURE CONFINEMENT, EITHER INDOORS OR IN A SECURELY ENCLOSED AND LOCKED PEN OR STRUCTURE WITH SECURE SIDES, TOP, AND FLOOR, DESIGNED TO PREVENT THE DOG FROM ESCAPING AND THE ENTRY OF YOUNG CHILDREN. THE DOG'S HEAD SHALL NOT BE ABLE TO PROTRUDE OUT OF THE ENCLOSURE. THE ENCLOSURE SHALL PROTECT THE DOG FROM THE ELEMENTS AND ALLOW FOR THE PROVISION OF FRESH FOOD AND WATER AND AN EXERCISE AREA IN ORDER TO MAINTAIN THE DOG IN GOOD HEALTH.

§ 90.15 Adequate Exercise Space for Dogs

(A) Every enclosure for a dog shall be constructed in a manner to minimize the risk of injury to the dog and shall encompass sufficient useable space to keep the dog in good condition.

(B) It shall be unlawful for the owner or responsible person of a dog, WHETHER PRESENT OR NOT, to INTENTIONALLY, KNOWINGLY OR RECKLESSLY secure ~~the~~ A dog by means of a tie-out, including but not limited to, chains, leashes, ropes, wire or cable attached to a swivel, pulley system or fixed point, ~~unless the dog is under the direct supervision of the owner~~ THAT DOES EITHER OF THE FOLLOWING:

(1) PREVENTS OR RESULTS IN DENYING THE DOG ACCESS TO WATER OR SHELTER;

(2) INFLICTS INJURY OR DEATH UPON THE DOG; OR

(3) RESULTS IN OR FACILITATES INJURY OR DEATH TO THE DOG.

~~Penalty, see 90.99~~

§ 90.16 ANIMAL CRUELTY

(A) A PERSON COMMITS CRUELTY TO ANIMALS IF THE PERSON DOES ANY OF THE FOLLOWING:

(1) INTENTIONALLY, KNOWINGLY OR RECKLESSLY SUBJECTS ANY ANIMAL UNDER THE PERSON'S CUSTODY OR CONTROL TO CRUEL NEGLECT OR ABANDONMENT.

(2) INTENTIONALLY, KNOWINGLY OR RECKLESSLY FAILS TO PROVIDE MEDICAL ATTENTION NECESSARY TO PREVENT PROTRACTED SUFFERING TO ANY ANIMAL UNDER THE PERSON'S CUSTODY OR CONTROL.

(3) INTENTIONALLY, KNOWINGLY OR RECKLESSLY INFLICTS UNNECESSARY PHYSICAL INJURY TO ANY ANIMAL.

(4) RECKLESSLY SUBJECTS ANY ANIMAL TO CRUEL MISTREATMENT.

(5) INTENTIONALLY, KNOWINGLY OR RECKLESSLY KILLS ANY ANIMAL UNDER THE CUSTODY OR CONTROL OF ANOTHER PERSON WITHOUT EITHER LEGAL PRIVILEGE OR CONSENT OF THE OWNER.

(6) RECKLESSLY INTERFERES WITH, KILLS OR HARMS A WORKING OR SERVICE ANIMAL WITHOUT EITHER LEGAL PRIVILEGE OR CONSENT OF THE OWNER.

(7) INTENTIONALLY, KNOWINGLY OR RECKLESSLY LEAVES AN ANIMAL UNATTENDED AND CONFINED IN A MOTOR VEHICLE AND PHYSICAL INJURY TO OR DEATH OF THE ANIMAL IS LIKELY TO RESULT.

(8) INTENTIONALLY OR KNOWINGLY SUBJECTS ANY DOG UNDER THE PERSON'S CUSTODY OR CONTROL TO CRUEL NEGLECT OR ABANDONMENT WHICH RESULTS IN SERIOUS PHYSICAL INJURY TO THE ANIMAL.

(9) INTENTIONALLY OR KNOWINGLY SUBJECTS ANY ANIMAL TO CRUEL MISTREATMENT.

(10) INTENTIONALLY OR KNOWINGLY INTERFERES WITH, KILLS OR HARMS A WORKING OR SERVICE ANIMAL WITHOUT EITHER LEGAL PRIVILEGE OR CONSENT OF THE OWNER.

(11) INTENTIONALLY OR KNOWINGLY ALLOWS ANY DOG THAT IS UNDER THE PERSON'S CUSTODY OR CONTROL TO INTERFERE WITH, KILL OR CAUSE PHYSICAL INJURY TO A SERVICE ANIMAL.

(12) RECKLESSLY ALLOWS ANY DOG THAT IS UNDER THE PERSON'S CUSTODY OR CONTROL TO INTERFERE WITH, KILL OR CAUSE PHYSICAL INJURY TO A SERVICE ANIMAL.

(13) INTENTIONALLY OR KNOWINGLY OBTAINS OR EXERTS UNAUTHORIZED CONTROL OVER A SERVICE ANIMAL WITH THE INTENT TO DEPRIVE THE SERVICE ANIMAL HANDLER OF THE SERVICE ANIMAL.

(B) IT IS A DEFENSE TO SUBSECTION A OF THIS SECTION IF:

(1) ANY PERSON EXPOSES POISON TO BE TAKEN BY A DOG THAT HAS KILLED OR WOUNDED LIVESTOCK OR POISON TO BE TAKEN BY PREDATORY ANIMALS ON PREMISES OWNED, LEASED OR CONTROLLED BY THE PERSON FOR THE PURPOSE OF PROTECTING THE PERSON OR THE PERSON'S LIVESTOCK OR POULTRY, THE TREATED PROPERTY IS KEPT POSTED BY THE PERSON WHO AUTHORIZED OR PERFORMED THE TREATMENT UNTIL THE POISON HAS BEEN REMOVED AND THE POISON IS REMOVED BY THE PERSON EXPOSING THE POISON AFTER THE THREAT TO THE PERSON OR THE PERSON'S LIVESTOCK OR POULTRY HAS CEASED TO EXIST. THE POSTING REQUIRED SHALL PROVIDE ADEQUATE WARNING TO PERSONS WHO ENTER THE PROPERTY BY THE POINT OR POINTS OF NORMAL ENTRY. THE WARNING NOTICE THAT IS POSTED SHALL BE READABLE AT A DISTANCE OF FIFTY FEET, SHALL CONTAIN A POISON STATEMENT AND SYMBOL, AND SHALL STATE THE WORD "DANGER" OR "WARNING".

(2) ANY PERSON USES POISON IN AND IMMEDIATELY AROUND BUILDINGS OWNED, LEASED OR CONTROLLED BY THE PERSON FOR THE PURPOSE OF CONTROLLING WILD AND DOMESTIC RODENTS AS OTHERWISE ALLOWED BY THE LAWS OF THE STATE, EXCLUDING ANY FUR-BEARING ANIMALS AS DEFINED IN SECTION 17-101 OF THE ARIZONA REVISED STATUTES.

(C) THIS SECTION DOES NOT PROHIBIT OR RESTRICT:

(1) THE TAKING OF WILDLIFE OR OTHER ACTIVITIES PERMITTED BY OR PURSUANT TO ARIZONA REVISED STATUTES, TITLE 17.

(2) ACTIVITIES PERMITTED BY OR PURSUANT TO ARIZONA REVISED STATUTES, TITLE 3.

(3) ACTIVITIES REGULATED BY THE ARIZONA GAME AND FISH DEPARTMENT OR THE ARIZONA DEPARTMENT OF AGRICULTURE.

(D) A PEACE OFFICER, ANIMAL CONTROL OFFICER OR ANIMAL CONTROL DEPUTY MAY USE REASONABLE FORCE TO OPEN A VEHICLE TO RESCUE AN ANIMAL IF THE ANIMAL IS LEFT IN THE VEHICLE AS PRESCRIBED IN SUBSECTION (A), PARAGRAPH (7) OF THIS SECTION.

§ 90.99 VIOLATION; PENALTY.

(A) Any person CONVICTED OF violating any provision of this chapter for which no specific penalty is prescribed shall be guilty of a Class 1 misdemeanor, PUNISHABLE AS SET FORTH IN § 10.99 OF THIS CODE.

(B) Any person CONVICTED OF violating any provisions of sections 90.03, 90.04, ~~90.05~~, 90.08, 90.10, 90.12(B), 90.13, or 90.15 of this Chapter shall be guilty of a Class 3 misdemeanor, PUNISHABLE BY A FINE NOT TO EXCEED \$500, IMPRISONMENT FOR A PERIOD NOT TO EXCEED 30 DAYS, OR BY ANY COMBINATION OF SUCH FINE AND IMPRISONMENT.

(C) ANY PERSON CONVICTED OF VIOLATING ANY PROVISION OF § 90.12(A) OR § 90.05 THAT DOES NOT INVOLVE BITING OR ATTACKING SHALL BE GUILTY OF A CIVIL OFFENSE PUNISHABLE AS SET FORTH IN § 10.99 OF THIS CODE AND SUBJECT TO THE HABITUAL OFFENDER PROVISIONS SET FORTH IN §10.99(D).

(D) ANY PERSON CONVICTED OF VIOLATING ANY PROVISION OF § 90.05 THAT INVOLVES BITING OR ATTACKING SHALL BE GUILTY OF A CLASS 3 MISDEMEANOR, PUNISHABLE AS SET FORTH IN SUBSECTION (B) OF THIS SECTION.

(E) ANY FINE, FEE OR MONETARY RESTITUTION AMOUNT ASSESSED FOR LOSS OF PROPERTY DUE TO THE UNLAWFUL ACTIONS OF A DOG MAY BE ORDERED BY THE COURT AT THE TIME OF SENTENCING IF PAYMENT WAS NOT RECEIVED PRIOR TO SENTENCING.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.g.

Meeting Date: 10/24/2017
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Town Clerk
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to appoint candidates to the Board of Adjustment, Municipal Property Corporation, and Industrial Development Authority.

RECOMMENDED ACTION:

- (i) Re-appoint Gwen Rowitsch as Alternate to the Board of Adjustment for a one-year term starting August 1, 2017.
- (ii) Appoint Beverly Duffy to the Municipal Property Corporation for a three-year term starting July 1, 2017.
- (iii) Appoint Councilmember _____ to the Municipal Property Corporation to complete a three-year term that started July 1, 2015.

SITUATION AND ANALYSIS:

Issue Statement

The Alternate position on the Board of Adjustment (BOA) expired and an appointment is needed. Appointments are also needed for the Industrial Development Authority (IDA) and Municipal Property Corporation (MPC), especially as a meeting is being scheduled for both bodies in the next few weeks.

Applicable "Policy"

Town Code Sec. 30.071 - Public Bodies and their appointees exist at the pleasure of the Council.
 MPC Bylaws Art. II Sec. 3 - Any vacancy occurring in the Board of Directors shall be filled by the governing body of the Town.

Satisfaction of "Policy"

Appointment to the BOA will bring that board to full capacity.
 Appointments to the MPC will fulfill the requirement of the bylaws.

Summary of Issues and Staff Rationale

Board of Adjustment. Gwen Rowitsch's one-year term as Alternate expired on July 31, 2017. As staff did

not receive any applications for the Board during the last recruitment and Ms. Rowitsch is amenable to serving another year, staff recommends that Council reappoint her to that position. Mayor Croft, Chair of the Appointments Subcommittee, indicated his support for taking this request directly to Council without a recommendation from the subcommittee, as Ms. Rowitsch has served the Town capably in various capacities for several years.

Municipal Property Corporation (MPC). The board needs to meet in the next few weeks. The five-member board currently has two vacancies and Town Attorney Susan Goodwin has advised that the board should have full membership before the meeting. Staff contacted Beverly Duffy, who is a member of the Industrial Development Authority (IDA) and Board of Adjustment, to see if she would also be willing to serve on the MPC. Mayor Croft, Chair of the Appointments Subcommittee, indicated his support for taking this request directly to Council without a recommendation from the subcommittee, as Ms. Duffy has served capably on the other boards for several years. If approved, this leaves one vacancy on the board.

As staff has not received applications for the MPC during recruitment periods for the last couple of years, staff suggests that, per the MPC by-laws, Council appoint one of its own members to serve on the board until such time that a member of the public applies for the position.

Findings of Fact

N/A

Fiscal Impact

Attachments

MPC Bylaws

**BYLAWS OF
TOWN OF CHINO VALLEY, ARIZONA,
MUNICIPAL PROPERTY CORPORATION**

ARTICLE I

GENERAL

- Section 1. Name and Character.** The name of this Corporation is TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION, and it has been created and organized as a nonprofit corporation under the laws of the State of Arizona.
- Section 2. Seal.** The Corporation shall have a common seal consisting of a circle having on the circumference thereof "TOWN OF CHINO VALLEY, ARIZONA, MUNICIPAL PROPERTY CORPORATION" and in the center, "An Arizona Nonprofit Corporation, Incorporated on Sept. 26, 2002.
- Section 3. Property Interest of Directors and Officers.** No director or officer of the Corporation shall have any right, title or interest in or to any property or assets of the Corporation, either prior to, during or at the time of any liquidation or dissolution of the Corporation, all of which properties and assets shall at the time of any liquidation or dissolution vest in the Town as provided in the Articles of Incorporation of the Corporation.
- The private property of the directors and officers of the Corporation shall be exempt from execution or other liability for any debts of the Corporation, and no director shall be liable or responsible for any debts or liabilities of the Corporation.
- Section 4. Offices.** The principal office of the Corporation shall be in Chino Valley, Yavapai County, Arizona; but offices may be maintained and the business of the Corporation carried on in such other places within the State of Arizona as the Board of Directors may designate.

ARTICLE II

DIRECTORS

- Section 1. Number.** The number of Directors that shall constitute the whole Board shall be not fewer than three (3) nor more than five (5).

- Section 2. Term.** Each Director elected shall hold office for a period of three (3) years or until his or her successor is elected and qualified. The Directors shall be elected by the governing body of the Town. Directors must be registered voters of the State of Arizona and residents of the Town of Chino Valley, Arizona. All directors serve at the will and pleasure of the governing body of the Town.
- Section 3. Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by the governing body of the Town. The failure to fill any vacancy on the Board of Directors shall not operate to reduce the size of the Board of directors.
- Section 4. Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts as are authorized or permitted by statute, the Articles of Incorporation, or these Bylaws directed or required to be exercised or done by its officers or other private persons.
- Section 5. Place of Meetings.** The Board of Directors of the Corporation may hold meetings, both regular and special, at any place within the State of Arizona, which a majority of the Board of Directors may from time to time approve.
- Section 6. Annual Meetings.** The annual meeting of the Board of Directors shall be held in Chino Valley, Arizona, on the 2nd Tuesday of January each year, commencing with the year 2003. Notice of such meeting shall be given in compliance with the "open meeting" laws of the State of Arizona. In the event such meeting is not held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver by all of the Directors.
- Section 7. Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board. Notice of such meeting shall be given in compliance with the "open meeting" laws of the State of Arizona.
- Section 8. Special Meetings.** Special meetings of the Board may be called by the President or the Secretary upon notice to the public and to each Director in a manner complying with the State of Arizona's "open meeting" laws; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.
- Section 9. Voting Rights.** At meetings of the Board of Directors, each Director shall have one (1) vote, (but in case of a tie vote, the Chairman of the Board, if one is appointed, or the President, if a Chairman is not appointed, shall have a deciding vote).

Section 10. Quorum. A majority of the membership of the Board of Directors shall constitute a quorum and if a quorum is present, the acts of a majority of those present shall be the acts of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors then present may adjourn the meeting to another time or place until a quorum shall be present. Notice of any such meeting must be in compliance with the State of Arizona's "open meeting" laws. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

The governing body of the Town shall be entitled to make recommendations to the Board of Directors with respect to any matter at any meeting thereof. Each member of the governing body of the Town, and any official of the Town designated by the governing body of the Town, shall have the right to attend any meeting of the Board of Directors with the right of debate, but they shall not be entitled to vote on any matter considered by the Board of Directors unless, beside being any of the foregoing with respect to the Town, they are a member of the Board of Directors.

Section 11. Compensation. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. No Directors of the Corporation shall be paid a salary.

Section 12. Waiver of Notice. Attendance of a Director at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director may waive notice of any annual, regular or special meeting of Directors by executing a written notice of waiver either before or after the time of the meeting.

Section 13. Removal. The entire Board of Directors or any individual Director may be removed from office with or without cause by the governing body of the Town.

ARTICLE III

OFFICERS, AGENTS AND EMPLOYEES

Section 1. Designation of Titles. The Officers of the Corporation shall be chosen by the Board of Directors and shall be a President, and a Secretary/Treasurer. The Board of Directors may also choose one or more Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices, except the offices of President and Secretary, may be held by the same person, unless the Articles of Incorporation or these Bylaws otherwise provide.

- Section 2. Appointment of Officers.** The Board of Directors at its annual meeting shall choose a President and a Secretary/Treasurer, and may choose one or more Vice Presidents each of whom shall serve at the pleasure of the Board of Directors. The Board of Directors at any time may appoint such other officers, agents and employees as it shall deem necessary to hold offices at the pleasure of the Board of Directors and to exercise such powers and perform such duties as shall be determined from time to time by the Board.
- Section 3. Salaries.** No officers of the Corporation shall be paid a salary.
- Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors at any time.
- Section 5. Removal of Officers and Agents.** An officer or agent of the Corporation may be removed by a majority vote of the Board of Directors whenever, in their judgment, the best interests of the Corporation will be served by the removal. The removal shall be without prejudice to the contract rights, if any, of the person so removed.
- Section 7. President.** The President shall preside at all meetings of the Board of Directors. He or she shall sign all deeds and conveyances, all contracts and agreements, and all other instruments requiring execution on behalf of the Corporation, and shall act as operating and directing head of the Corporation, subject to policies established by the Board of Directors.
- Section 8. Vice Presidents.** There shall be as many Vice Presidents as shall be determined by the Board of Directors from time to time, and they shall perform such duties as from time to time may be assigned to them by the President. Any one of the Vice Presidents, as authorized by the Board, shall have all the powers and perform all the duties of the President in case of the temporary absence of the President or in case of his or her temporary inability to act. In case of the permanent absence or inability of the President to act, the office shall be declared vacant by the Board of Directors and a successor chosen by the Board.
- Section 9. Secretary/Treasurer.** The Secretary/Treasurer shall see that the minutes of all meetings of the Board of Directors and of any standing committees are kept. He or she shall be the custodian of the corporate seal and shall affix it to all proper instruments when deemed advisable by him or her or when so directed by the Board of Directors. He or she shall give or cause to be given required notices of all meetings of the Board of Directors. He or she shall have charge of all the books and records of the corporation except the books of account, and in general shall perform all the duties incident to the office of secretary of a corporation and such other duties as may be assigned to him or her. The Treasurer shall have general custody of all the funds

and securities of the Corporation except such as may be required by law to be deposited with any state official. He or she shall see to the deposit of the funds of the Corporation in such depository or depositories as the Board of Directors may designate. Regular books of account shall be kept under his or her direction and supervision, and he or she shall render financial statements to the President and Directors at such time or times as he or she may be directed to do so. The Treasurer shall have charge of the preparation and filing of such reports, financial statements and returns as may be required by law. He or she shall give to the Corporation such fidelity bond as may be required, and the premium therefore shall be paid by the Corporation as an operating expense.

Section 10. Assistant Secretaries. There may be such number of Assistant Secretaries as from time to time the Board of Directors may fix, and such persons shall perform such functions as from time to time may be assigned to them. No Assistant Secretary shall have power or authority to collect, account for, or pay over any tax imposed by any federal, state or city government.

Section 11. Assistant Treasurers. There may be such number of Assistant Treasurers as from time to time the Board of Directors may fix, and such persons shall perform such functions as from time to time may be assigned to them. No Assistant Treasurer shall have the power or authority to collect, account for, or pay over any tax imposed by any federal, state or city government.

Section 12. Delegation of Duties. Whenever an officer is absent or whenever, for any reason, the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

ARTICLE IV

FINANCIAL TRANSACTIONS

Section 1. Nonprofit Operation. The Corporation shall at all times be operated on a nonprofit basis. No director, officer, employee, member of a committee, or any individual shall receive at any time any of the net earnings or pecuniary profits from the operations of the Corporation, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

Section 2. Accounting System and Reports. The Board of Directors shall cause an appropriate accounting system to be established and maintained, in accordance with generally accepted accounting principles.

Section 3. Contracts. Except as otherwise provided in these Bylaws, the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and

deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes, bonds, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, employee or employees of the Corporation and in such manner as shall from time to time be determined by Resolution of the Board.

Section 5. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such bank or banks as the Board may select.

Section 6. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July of each and every year and shall end on the last day of June of such year.

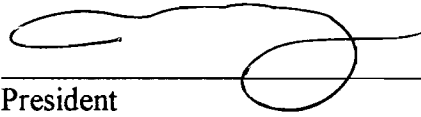
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ARTICLE V
AMENDMENT

The Board of Directors shall have the power to make, amend, alter or repeal the Bylaws of the Corporation by an affirmative vote of a majority of the Board. Provided, however, that no such amendment shall become effective until such amendment is approved by the governing body of the Town.

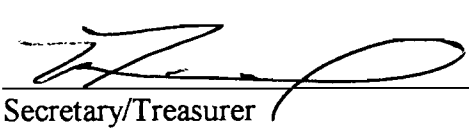
The foregoing Bylaws were adopted by resolution of the Board of Directors on September 26, 2002, 2002, and approved by Resolution No. 653 adopted by the governing body of the Town of Chino Valley, Arizona on September 26, 2002.

ADOPTED: September 26, 2002.



President

ATTEST:



Secretary/Treasurer

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.a.

Meeting Date: 10/24/2017

Contact Person: Cecilia Grittman, Town Manager

Department: Town Manager

Estimated length None

of Staff Presentation:

Physical location of item: Public Shooting Range, 3926 Shooting Range Road

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 (concessionaire management agreement) with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Facility that is the subject of negotiations. (Cecilia Grittman, Town Manager)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

8.b.

Meeting Date: 10/24/2017
Contact Person: Cecilia Grittman, Town Manager
Department: Town Manager
Estimated length of Staff Presentation: None
Physical location of item: Road 4 North and Arizona Trail

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the Town Attorney for legal advice and in order to consider the Town's position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Demand from Jay L. Willmore for the Town to level his property. (Cecilia Grittman, Town Manager)

Attachments

No file(s) attached.
