



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, November 12, 2013
6:00 P.M.

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation by Kay Lauster, President, Chino Valley Historical Society, regarding the 150th anniversary of the governor's arrival in Chino Valley.

3) CALL TO THE PUBLIC

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

4) RESPONSE TO THE PUBLIC

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

5) CURRENT EVENT SUMMARIES AND REPORTS

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

- a)** Quarterly update on Municipal Court operations by Town Magistrate, John Walker.

6) **CONSENT AGENDA**

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

- a) Consideration and possible action to approve the October 17, 2013 study session minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the October 17, 2013 special meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve Financial Report for the month ended September 30, 2013. (Joe Duffy, Finance Director)
- d) Consideration and possible action to approve Agreement for Professional Consulting Services with Four-D LLC, for email server migration scope of work and ongoing professional services, in an amount not to exceed \$15,000.00, through June 30, 2015. Funds to come from the current MIS/GIS budget. (Spencer Guest, IT Specialist)
- e) Consideration and possible action to approve the revised Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation in the amount of \$100,000 for the Town's contribution to the construction of the proposed roundabout at Highway 89 and Kalinich Avenue, and to assign construction and maintenance responsibilities as defined in the Agreement. Funds to come from Roadway Impact Fees. (Ron Gritman, Public Works Director/Town Engineer)

7) **ACTION ITEMS**

- a) Review and discussion of proposed text amendments to the Unified Development Ordinance related to regulating medical marijuana dispensaries, as well as cultivation and infusion facilities, as revised, pursuant to input from the Council study session held on October 3, 2013. (Ruth Mayday, Planner)
- b) Consideration and possible action to approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls, related to the standards for erection of fences and walls. (Ruth Mayday, Planner)

Recommended Action: Approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls.
- c) Consideration and possible action to approve Ordinance No. 13-778, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.21: Sign Regulations, Subsection 4.21.7: Temporary Signs, related to permitting political signs in Town rights-of-way. (Ruth Mayday, Planner)

Recommended Action: Approve Ordinance No. 13-778, amending the Unified Development Ordinance, Subsection 4.21, related to permitting political signs in Town rights-of-way.

- d) Consideration and possible action to approve proposal from Xpress Bill Pay to allow Town of Chino Valley Customers to make online payments; and approve Caselle Clarity Software & Services Proposal in the amount of \$5,000, to integrate the Xpress Bill Pay system with the Town's accounting system. Funding for the Caselle Software portion will be split between Water and Sewer Enterprise Funds, system maintenance and repair lines. (Joe Duffy, Finance Director)

Recommended Action: Approve proposal from Xpress Bill Pay and approve Caselle Clarity Software & Services Proposal in the amount of \$5,000, to integrate the Xpress Bill Pay system with the Town's accounting system.

- e) Consideration and possible action to approve the Agreement for Professional Consulting Services with Civil Tec Engineering, Inc. for the construction staking and surveying of the Road 4 South project, in an amount not to exceed \$23,856.00. Funds to come from Roads Impact Fees and disbursed from the Capital Improvement Fund. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with Civil Tec Engineering, Inc. in an amount not to exceed \$23,856.00.

- f) Consideration and possible action to make the finding that there is a reasonable basis for constructing the Road 4 South capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy, with approval to be effective as of November 21, 2013. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Make the finding that there is a reasonable basis for constructing the Road 4 South capital project in-house pursuant to the Town's Procurement Policy. with approval to be effective as of November 21, 2013.

- g) Consideration and possible action to authorize staff to secure contracts to bring back to Council for consideration for rental of a D-8 bulldozer and a paddwheel scraper from ECCO Equipment Company for an amount not to exceed \$109,000.00 and a 12-ton sheepsfoot compactor from United Rentals in an amount not to exceed \$17,644.00. Funds to come from Roads Impact Fees and accounted for in the Capital Improvement Fund. (Ron Grittmann, Public Works Director/Town Engineer)

Recommended Action: Authorize staff to secure contracts to bring back to Council for consideration for rental of a D-8 bulldozer and a paddwheel scraper from ECCO Equipment Company for an amount not to exceed \$109,000.00 and a 12-ton sheepsfoot compactor from United Rentals in an amount not to exceed \$17,644.00.

- h)** Consideration and possible action to approve the purchase of two sets of basketball equipment for installation at the Community Center Park from Exerplay, Inc. in an amount not to exceed \$3,040.14; and update on negotiations with California Skateparks for design of a new skate park. Funds to come from Parks Impact Fees. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Approve the purchase of two sets of basketball equipment for installation at the Community Center Park from Exerplay, Inc. in an amount not to exceed \$3,040.14.

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)** 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 an intergovernmental agreement with the City of Prescott related to payments for the transportation of water that is the subject of negotiations. (Robert Smith, Town Manager)

9) ACTION ITEMS RESUMED

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

- a)** Consideration and possible action to approve an Intergovernmental Agreement with the City of Prescott related to Payments for the Transportation of Water. (Robert Smith, Town Manager)

10) ADJOURNMENT

Dated this 7th day of November, 2013.

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 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____
Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 5. a.

Meeting Date: 11/12/2013
Contact Person: Rhonda Apolinar, Court Coordinator
 Phone: 928-636-2646 x-1289
Department: Municipal Court
Item Type: Report Only
Estimated length of Staff Presentation: 20 minutes
Physical location of item: None

AGENDA ITEM TITLE:

Quarterly update on Municipal Court operations by Town Magistrate, John Walker.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. a.**

Meeting Date: 11/12/2013

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 17, 2013 study session minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the October 17, 2013 study session minutes. (Jami Lewis, Town Clerk)

Attachments

October 17, 2013 study session minutes

DRAFT

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

**TUESDAY, OCTOBER 17, 2013
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 17, 2013.

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

Absent: Councilmember Pat McKee

Staff Town Manager Robert Smith; General Services Director Cecilia Watts

Present: (Recorder); Finance Director Joe Duffy; Police Chief Chuck Wynn; Building Official Dan Trout

1) CALL TO ORDER; ROLL CALL

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

2) Presentation and discussion regarding a space study analysis to provide options for additional space for the Police Department. (Cecilia Watts, General Services Director)

Town Manager Robert Smith reported that staff's goal was to operate in the most effective and efficient manner possible, while providing quality service. This was proving difficult for the Police Department ("P.D."), which had been housed in the same space for 20 years with no expansions. Staff evaluated the matter, developed several alternatives, and now desired Council's input. Staff presented details as follows:

History (Police Chief Chuck Wynn)

- The P.D. building was 3,900 sq. ft. Evidence was stored in four different offsite locations, and gun maintenance and simulator were also housed offsite in the Public Works modular building. Based on government and industry standards, the P.D. was short by 3,600-4,477 sq. ft.

- In 2004, Council authorized a facility needs assessment; however, no action was taken.
- In 2006, the P.D. requested 2,400 sq. ft. of modular office space to adjoin the current facility, at a cost of \$200,000, which management denied.
- In 2009, management asked the P.D. to consider using part of Community Center as a substation, estimated at less than \$10,000, and this was also denied by management.
- The current building lacked: privacy, appropriate design for interviews, security to transport prisoners, storage, ADA compliance in hallways, adequate locker room, adequate sanitary conditions in restroom and storage room space; and adequate space for interviews, training, meetings, applicant or promotional testing, and evidence.
- The P.D. was currently taking over the newly vacated food bank building for evidence storage and processing.

Overview of Town Facilities (General Services Director Cecilia Watts)

- Office space was currently located at the South Campus, North Campus, Aquatics Center, and Community Center.
- The Community Center used to house lots of activities and meetings until a few years ago when recreational programs were cut and organizations stopped meeting there. It currently had only 5% occupancy.
- When Administration vacated the old Town Hall and moved to the South Campus, staff reviewed potential uses for that building. Staff determined that it was not large enough for either P.D. expansion or Development Services/Public Works (D.S./P.W.). When the Library requested to use the space, staff included a community room and community conference room in the renovation plans that would hopefully accommodate most recreational users for the next five years.
- The Town's long term plan was to move most offices to the South Campus.
- As the Friends of the Library were also looking for more space and the P.D. intended to move its activities from the P.W. modular building, staff proposed that it be available to the Friends, I.T. Department, and the Clerk's Office for records storage.

Options (Town Manager Robert Smith, Chief Building Official Dan Trout, Chief Wynn)

- Option 1. (i) Move D.S./P.W. to the Community Center building (4,000 sq. ft.) at an estimated cost of \$80,000-\$100,000, with potential funding from public works, utilities, and general fund. (ii) Move P.D. administration and detectives, as well as the prosecutor, to the D.S./P.W. building (3,900 sq. ft.), at an estimated cost of \$35,000, with potential funding by police impact fee funds; and move P.D. activities from offsite locations to the current P.D. building (3,900 sq. ft.) and the former food bank building, and extend fencing, giving them 9,144 sq. ft.
- Option 2. Retain D.S./P.W. in their current location and purchase a 2,400 sq.

ft. metal building for the P.D. at an estimated cost of \$136,000-\$166,000, with potential funding from police impact fee funds.

- Option 3. Move Administration and Council back to the North Campus and move P.D. to the South Campus. Staff believed this was cost prohibitive and counter to the South Campus master plan adopted by Council.
- Option 4. Move D.S./P.W to a new building at the South Campus. This was not explored as it will be a multi-million project.

Conflicts with Recreation (Town Manager Smith)

- While Option 1 met staff's needs for the least amount of money, it created the most concern on the part of the Parks and Recreation Advisory Board ("PRAB") and recreation volunteers who were challenged to deliver services despite a lack of resources and who were concerned about losing the Community Center space, which they desired to retain for recreation purposes.
- Staff tried to reach an agreement on an alternative with the volunteers, but was not successful. Staff preferred to keep recreation functions together, but the Library Community Room could be used as an intermediary bandaid until another solution was viable.
- The Recreation Foundation was now sponsoring events, such as the Haunted House, and a bike race was coming to Town. If such continued, it might not be that long before these organizations had money to move forward in the near future.

Fiscal Impact (Finance Director Joe Duffy)

- Construction costs were all over-estimated to be safe.
- There was \$80,000 in P.D. impact fees, and staff could probably use the entire amount.
- Option 1 would least impact the general fund this year.
- Staff did not anticipate construction starting until next March-April, so some expenses could be in the next fiscal year, but with this budget year being tight on contingencies, staff tried to minimize the impact on the general fund. Option 1 was better from that standpoint, whereas Option 2 will require general fund dollars.

Council asked about:

- The Clerk needing more storage after having a new storage room built in the South Campus.
- Issues with Option 2, including expenses related to temperature controlling the metal building and D.S./P.W. being cramped in their current facility.
- Other alternatives, such as leasing office trailers, using a metal building for recreation, the Senior Center and Recreation sharing space, moving the Senior Center to the Community Center building, using rooms at the Aquatic Center, and sharing space with the School and College Districts.

Staff related that:

- The new records room at the South Campus was already full from the influx of records transferred by the former town attorney.
- Making a metal building more energy efficient was still less expensive than a new site built facility; and changes would have to be made to the D.S./P.W. facility.
- Staff did not consider leasing, as they preferred to spend the Town's money on permanent space.
- Constructing a metal building for recreation was an option for the future, but would require additional funds, as available funds would be used for Option 1. Perhaps the Library community room could be used for a few years, then the metal building be explored.
- The Senior Center could possibly be used in the evening for recreation; however, moving the Senior Center kitchen to the Community Center building would incur a significant expense and the two large rooms in the Community Center were not as large as the one common room at the Senior Center. A better use of money would be to expand the Senior Center.
- Meeting rooms at the Aquatics Center were not available when the pool was open, and staff had been shutting down the building during winter, but staff could consider using those rooms when the pool was closed.
- The school superintendent had indicated that a theater and culinary kitchen that were part of the school bond were intended for community use as well. Staff hoped that the Town and school district could help each other in several ways and they would look into that after the bond election.
- Yavapai Community College recently completed their 10-year plan, in which they anticipated vacating their satellite facility at Old Home Manor over that period. They were entertaining suggestions from the Town for use of rooms and ultimately the building.

Council discussed:

- Selecting an option with the greatest benefit and least amount of cost.
- Not duplicating facility uses in Town, utilizing current buildings before planning for new ones and the Town's inability to build new buildings with its current debt load.
- Addressing PRAB's concerns, having them present their plans to Council, and leaving them some room now, with possible expansion to the college facility or a metal building.
- Keeping recreation activities at the Community Center as much as possible, as Old Home Manor or the North Campus was too far for youth to get there on their own.
- Gathering ideas for using the Senior Center more.

3) ADJOURNMENT

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

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 17th day of October, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of November, 2013.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 11/12/2013

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 17, 2013 special meeting minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the October 17, 2013 special meeting minutes.

Attachments

October 17, 2013 special meeting minutes

DRAFT

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

**TUESDAY, OCTOBER 17, 2013
6:05 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 17, 2013.

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

Absent: Councilmember Pat McKee

Staff Town Manager Robert Smith; General Services Director Cecilia Watts

Present: (Recorder); Town Attorney Phyllis Smiley

1) **CALL TO ORDER; ROLL CALL**

Mayor Marley called the meeting to order at 7:23 p.m.

Town Attorney Phyllis Smiley joined the meeting via conference phone at 7:26 p.m.

- 2) Council may vote to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (7) for discussion or consultation with the Town Attorney for legal advice and with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property that is an extension of the existing Road 4 South to the east, in the immediate vicinity of the section line, consisting of approximately 8.6 acres. (Robert Smith, Town Manager)

Ms. Smiley advised that Mayor Marley and Councilmember Turner might have potential conflicts of interest if their companies bid for any of the work associated with this matter. If that was the case, they should not participate in any discussions or decisions in this matter.

Councilmember Turner declared that his brother gave a quote on the windmill and he

recused himself from the meeting at 7:28 p.m.

Mayor Marley noted that the well driller he worked for did not submit a bid.

Town Manager Robert Smith reported that staff received estimates from Deep Well on October 11 and they met with Deep Well yesterday afternoon. He handed out the estimates for Council to review.

Ms. Smiley stated that staff was asking Council to review and approve the Letter of Intent and estimates for the work and then approve a Purchase Contract on Tuesday. This item was time sensitive and after Tuesday, Council would not have a regular meeting for three weeks.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to go into executive session to discuss item 2 at 7:36 p.m.

Vote: 5 - 0 PASSED

Mayor Marley reconvened the special meeting at 7:58 p.m.

(Councilmember Hatch was no longer present as she left during the executive session.)

- 3) Consideration and possible action to approve either or both a revised Letter of Intent and a Purchase Agreement with Deep Well Ranches #1 LLC, related to and setting forth the terms of the purchase by the Town of approximately 8.6 acres of real property, generally located in the vicinity of the section line as an extension of the existing Road 4 South to the east to lands immediately adjacent to the Peavine Right of Way's eastern limit for the purpose of extending the Road 4 South right-of-way to Peavine Road. (Robert Smith, Town Manager)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve a revised Letter of Intent, complete with Exhibit B, with Deep Well Ranches #1 LLC, related to and setting forth the terms of the purchase by the Town of approximately 8.6 acres of real property, generally located in the vicinity of the section line as an extension of the existing Road 4 South to the east to lands immediately adjacent to the Peavine Right of Way's eastern limit for the purpose of extending the Road 4 South right-of-way to Peavine Road.

Vote: 4 - 0 PASSED

4) **ADJOURNMENT**

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adjourn the meeting at 7:59 p.m.

Vote: 4 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 17th day of October, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of November, 2013.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. c.

Meeting Date: 11/12/2013

Department: Finance

Item Type: Consent

**Estimated length
of staff presentation:** None

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended September 30, 2013.

RECOMMENDED ACTION:

Approve Financial Report for the month ended September 30, 2013.

SITUATION AND ANALYSIS:

The Finance Department per Town Code is preparing Monthly 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. Additional items will be added in the future.

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

Financial Report

Town of Chino Valley

Arizona

Monthly Financial Report



To The Town Council

For the three months ending September 30, 2013

Town of Chino Valley						
Revenue and Expense Summary						
For the three month ending September 30, 2013 25% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 4,706	\$ 16,302	\$ 11,596		\$ 138,500	
Tax Revenues	\$ 612,230	\$ 893,742	\$ 281,511		\$ 3,911,000	
Licenses & Permits	\$ 45,950	\$ 59,753	\$ 13,803		\$ 165,000	
Intergovernmental	\$ 639,988	\$ 680,900	\$ 40,912		\$ 2,892,400	
Charges for Service	\$ 35,805	\$ 23,218	\$ (12,588)		\$ 102,300	
Fines and Forfeitures	\$ 16,988	\$ 10,982	\$ (6,006)		\$ 132,500	
Other Revenues	\$ 1,360	\$ 828	\$ (533)		\$ 2,300	
Contributions and Donations	\$ 4,104	\$ 899	\$ (3,206)		\$ 13,800	
Investment Earnings	\$ 136	\$ 88	\$ (48)		\$ 550	
Transfers In	\$ 104,664	\$ 13,870	\$ (90,794)		\$ 65,480	
Total Revenues	\$ 1,465,931	\$ 1,700,581	\$ 234,650	16%	\$ 7,423,830	23%
Total Revenues for the General Fund increased by \$234,650 over the previous fiscal year. Tax Revenues are up 46% due to the one percent sales tax rate increase. Intergovernmental Revenues are up 6% primarily due to a and increase in State Shared Income Tax and Sales Tax. Transfers In were reduced in the current years budget over the prior year. The total General Fund Revenues are up 16% compared to the same period last year. Overall General Fund Revenues are on track YTD.						

Town of Chino Valley						
Revenue and Expense Summary						
For the three month ending September 30, 2013 25% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 22,720	\$ 30,598	\$ 7,878		\$ 118,650	
Town Clerk	\$ 38,399	\$ 45,225	\$ 6,825		\$ 233,850	
Town Manager	\$ 86,688	\$ 94,550	\$ 7,862		\$ 348,850	
Human Recourses	\$ 11,779	\$ 12,133	\$ 354		\$ 66,950	
Municipal Court	\$ 54,514	\$ 68,845	\$ 14,331		\$ 294,800	
Finance	\$ 55,490	\$ 86,851	\$ 31,361		\$ 279,050	
Management Information System	\$ 40,646	\$ 46,989	\$ 6,342		\$ 244,500	
Mayor and Council	\$ 5,893	\$ 6,484	\$ 591		\$ 29,550	
Planning	\$ 37,113	\$ 45,984	\$ 8,871		\$ 139,350	
Building Inspection	\$ 38,254	\$ 46,550	\$ 8,296		\$ 231,030	
Police	\$ 566,218	\$ 728,425	\$ 162,207		\$ 2,491,650	
Animal Control	\$ 18,878	\$ 23,912	\$ 5,035		\$ 91,400	
Recreation	\$ 15,019	\$ 5,168	\$ (9,851)		\$ 74,250	
Library	\$ 65,365	\$ 69,252	\$ 3,888		\$ 281,050	
Senior Center	\$ 44,324	\$ 48,399	\$ 4,075		\$ 199,450	
Parks Maintenance	\$ 130,800	\$ 107,544	\$ (23,256)		\$ 385,300	
Aquatic Center	\$ 88,385	\$ 77,608	\$ (10,776)		\$ 277,500	
Public Works Administration	\$ 4,907	\$ -	\$ (4,907)		\$ -	
Facilities Maintenance	\$ 65,371	\$ 86,344	\$ 20,973		\$ 349,000	
Fleet Maintenance	\$ 64,545	\$ 85,730	\$ 21,185		\$ 332,350	
Engineering	\$ 8,507	\$ 15,961	\$ 7,454		\$ 64,900	
Non Departmental	\$ 138,641	\$ 277,117	\$ 138,476		\$ 868,800	
Total Expenditures	\$ 1,602,457	\$ 2,009,671	\$ 407,215	25%	\$ 7,402,230	27%
Total Revenue Over (Under)						
Total Expenditures	\$ (136,525)	\$ (309,090)	\$ (172,565)		\$ 21,600	
GENERAL FUND (Continued)						
Total General Fund Expenditures are at 27% of budget this fiscal year with 25% of the fiscal year complete. Expenditures are \$407,215 higher to date than last fiscal year. The Police Department personnel costs are up over the prior fiscal year and are at 28% year to date. Non Departmental is up due to the emergency gas line repair on North Campus.						

Town of Chino Valley						
Revenue and Expense Summary						
For the three month ending September 30, 2013 25% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 178,394	\$ 177,813	\$ (581)	0%	\$ 1,019,550	17%
Expenditures						
Road Maintenance	\$ 140,093	\$ 264,697	\$ 124,604	89%	\$ 1,019,550	26%
Total Revenue Over (Under)						
Total Expenditures	\$ 38,301	\$ (86,884)	\$ (125,185)		\$ -	
Total Fund Revenues are even with the prior fiscal year. Expenditures are up due to the chip seal work completed this fiscal year.						
WATER ENTERPRISE FUND						
Water Revenues	\$ 166,343	\$ 167,029	\$ 686		\$ 472,000	
Transfers In	\$ 90,747	\$ 55,000	\$ (35,747)		\$ 220,000	
Total Revenues	\$ 257,090	\$ 222,029	\$ (35,062)	-14%	\$ 692,000	32%
Expenditures						
Water Utility Operations	\$ 147,409	\$ 156,171	\$ 8,762		\$ 539,700	
Capital Improvements	\$ 2,173	\$ -	\$ (2,173)			
Debt Service/Reserve	\$ -	\$ -	\$ -		\$ 94,895	
Total Expenditures	\$ 149,582	\$ 156,171	\$ 6,589	4%	\$ 634,595	25%
Total Revenue Over (Under)						
Total Expenditures	\$ 107,508	\$ 65,857	\$ (41,651)		\$ 57,405	
Total Water Enterprise Fund Revenues are even with last year. Water Service Fees are down 26% due to reduced ball field watering and a faulty meter at the Old Home Manor Ball Fields. See the attached additional information. The Town collected \$40,000 in Water Buy In Fees so far this fiscal year. Expenditures are up slightly over last fiscal year but are at 25% Year to date.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 301,967	\$ 404,889	\$ 102,922	34%	\$ 1,683,365	24%
Expenditures						
Sewer	\$ 162,444	\$ 215,299	\$ 52,855		\$ 892,050	
Debt Service/Reserve	\$ 43,214	\$ 42,219	\$ (995)		\$ 791,315	
Total Expenditures	\$ 205,659	\$ 257,519	\$ 51,860	25%	\$ 1,683,365	15%
Total Revenue Over (Under)						
Total Expenditures	\$ 96,308	\$ 147,370	\$ 51,061		\$ -	
Total Sewer Enterprise Fund Revenues are up 34% over last fiscal year. Sewer Service Fees are up 14% primarily due to the rate increase adopted last fiscal year. The Town collected \$66,453 in Sewer Buy In Fees so far this fiscal year. Expenditures are up this fiscal year due to an the timing of the WWTP Operating Manteca Payments.						

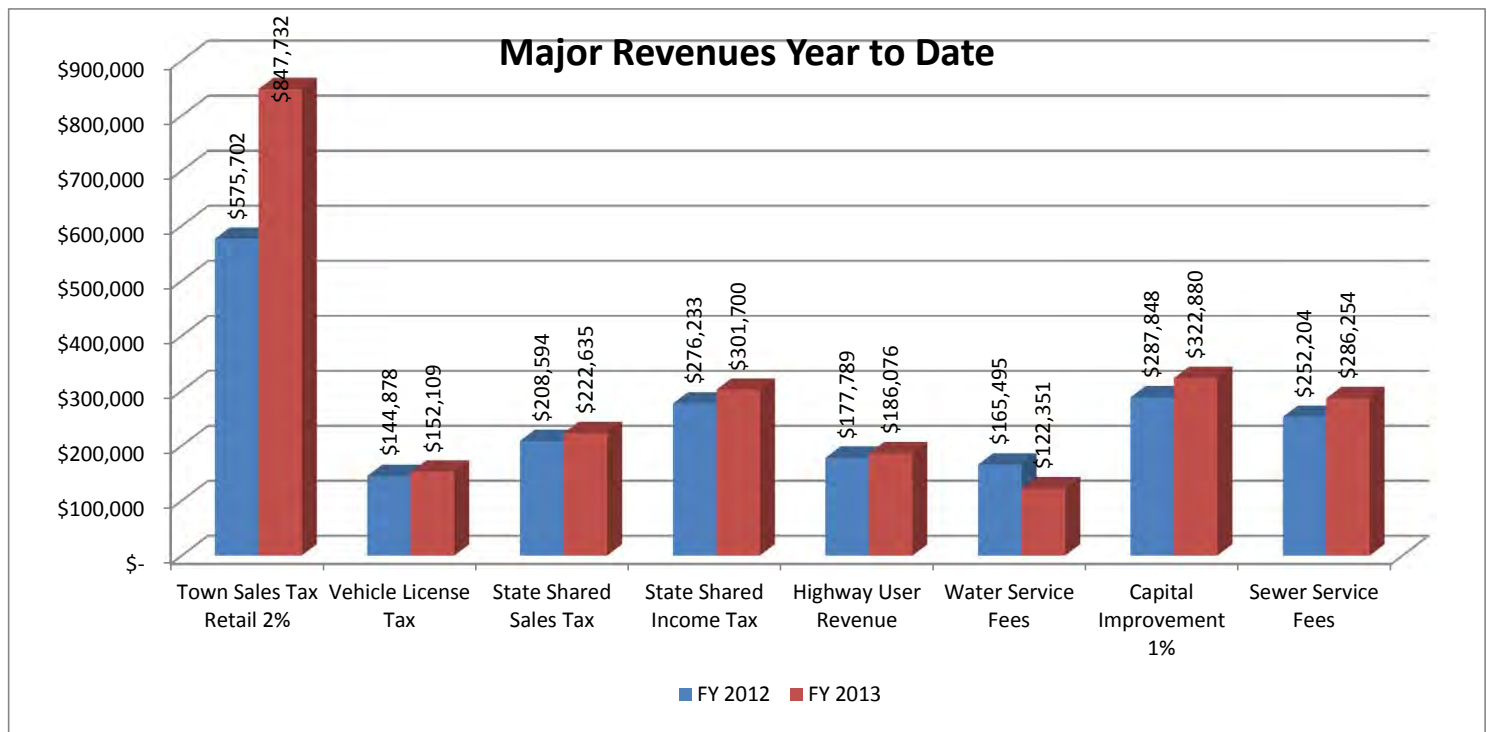
Town of Chino Valley						
Revenue and Expense Summary						
For the three month ending September 30, 2013 25% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	\$ 306,392	\$ 342,087	\$ 35,695	12%	\$ 5,790,800	6%
Capital Improvements	\$ 136,196	\$ 155,939	\$ 19,743		\$ 4,584,000	
Transfers	\$ 339,597	\$ 214,525	\$ (125,072)		\$ 858,099	
Total Expenditures	\$ 475,793	\$ 370,464	\$ (105,329)	-22%	\$ 5,442,099	7%
Total Revenue Over (Under)						
Total Expenditures	\$ (169,401)	\$ (28,377)	\$ 141,024		\$ 348,701	
Capital Improvement Fund Revenues are up 12% over the prior fiscal year primarily due to the increase in sales tax collections. Transfers are down due to the reduced amount budgeted this fiscal year.						

Town of Chino Valley						
Revenue and Expense Summary						
For the three month ending September 30, 2013 25% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2011-12	Actual Year to Date 2012-13 (2)	Amount	% FY 2012-13/ FY 2011-12	Annual Budget 2012-13 (1)	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ -	\$ -	\$ -		\$ -	
Grants Fund	\$ 13,087	\$ 34,345	\$ 21,259		\$ 700,000	
Special Revenue Fund Court	\$ 1,414	\$ 759	\$ (655)		\$ 15,600	
Capital Asset Replacement	\$ 131	\$ 48	\$ (83)		\$ 25,000	
Police Impact Fee Funds	\$ 24	\$ 3,375	\$ 3,351		\$ 50,000	
Library Impact Fee Funds	\$ 36	\$ 1,138	\$ 1,102		\$ 7,000	
Parks/Rec Impact Fee Funds	\$ 37	\$ 3,699	\$ 3,662		\$ 29,000	
Roads Impact Fee Funds	\$ 681	\$ 33,053	\$ 32,372		\$ 1,000,000	
Special Revenue Fund PD	\$ 6,735	\$ 12,105	\$ 5,370		\$ 25,000	
CVSLID Districts	\$ (149)	\$ (410)	\$ (261)		\$ 3,578	
Total Revenues	\$ 21,995	\$ 88,112	\$ 66,117	301%	\$ 1,855,178	5%
CDBG Grant	\$ 12,596	\$ -	\$ (12,596)		\$ 650,914	
Grants Funds	\$ 266,056	\$ 5,801	\$ (260,255)		\$ 700,000	
Special Revenue Fund - Court	\$ 3,932	\$ 599	\$ (3,333)		\$ 500	
Capital Replacement Fund	\$ 3,997	\$ -	\$ (3,997)		\$ 30,000	
Police Impact Fee Funds	\$ 1,218	\$ 559	\$ (659)		\$ 50,000	
Library Impact Fee Funds	\$ 426	\$ 83,874	\$ 83,448		\$ 7,000	
Parks/Rec Impact Fee Funds	\$ 244	\$ (8,811)	\$ (9,055)		\$ 29,000	
Roads Impact Fee Funds	\$ 27,269	\$ 9,403	\$ (17,866)		\$ 1,000,000	
Special Revenue Fund PD	\$ -	\$ 4,059	\$ 4,059		\$ 30,000	
CVSLID Districts	\$ 920	\$ 950	\$ 30		\$ 3,806	
Total Expenditures	\$ 316,660	\$ 96,433	\$ (220,226)	-70%	\$ 2,501,220	4%
Total Revenue Over (Under)						
Total Expenditures	\$ (294,664)	\$ (8,321)	\$ 286,343		\$ (646,042)	
Revenues up due to the collection Impact fees from new housing starts this fiscal year. The Town is using Library Impact Fees to expand the Library this fiscal year.						
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 2,531,770	\$ 2,935,510	\$ 403,740	16%	\$ 18,464,723	16%
Total Expenditures All Funds	\$ 2,890,244	\$ 3,154,956	\$ 264,712	9%	\$ 18,683,059	17%
Total Revenue Over (Under)						
Total Expenditures All Funds	\$ (358,474)	\$ (219,446)	\$ 139,028		\$ (218,336)	
(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, 2013

					Actual vs Prior Year	
	Actual Year to Date FY 2011-12	Annual Budget 2012-13	Actual Year to Date 2012-13	% of Budget YTD	Amount	%
Town Sales Tax Retail 2%	\$ 575,702	\$ 3,670,000	\$ 847,732		\$ 272,030	47%
Vehicle License Tax	\$ 144,878	\$ 563,000	\$ 152,109		\$ 7,231	5%
State Shared Sales Tax	\$ 208,594	\$ 935,000	\$ 222,635		\$ 14,041	7%
State Shared Income Tax	\$ 276,233	\$ 1,207,000	\$ 301,700		\$ 25,467	9%
Highway User Revenue	\$ 177,789	\$ 763,000	\$ 186,076		\$ 8,287	5%
Water Service Fees	\$ 165,495	\$ 467,000	\$ 122,351		\$ (43,144)	-26%
Capital Improvement 1%	\$ 287,848	\$ 1,138,000	\$ 322,880		\$ 35,032	12%
Sewer Service Fees	\$ 252,204	\$ 1,125,000	\$ 286,254		\$ 34,050	14%
Major Revenues Y.T.D.	\$ 2,088,742	\$ 9,868,000	\$ 2,441,737	25%	\$ 352,995	17%
Total Revenue All Funds	\$ 2,531,770	\$ 18,464,723	\$ 2,935,510	16%	\$ 403,740	16%
	83%	53%	83%			

The Major Revenues are up \$403,740 or 16% over the prior fiscal year continuing a positive trend. The largest portion is attributed to the 1% sales tax increase.



Impact Fee Fund Recaps					
For the three month ending September 30, 2013 25% of the Fiscal Year					
	Police Impact Fees	Library Impact Fees	Parks/Rec Impact Fees	Roads Impact Fees	
Beginning Fund Balance @ 6/30/13	\$ 78,889	\$ 83,963	\$ 23,394	\$ 1,951,941	
Impact Fees Revenue to Date	\$ 3,375	\$ 1,138	\$ 3,699	\$ 33,053	
Impact Fees Expenditures to Date	\$ 559	\$ 83,874	\$ (8,811)	\$ 9,403	
Ending Fund Balance to Date	\$ 81,705	\$ 1,226	\$ 35,904	\$ 1,975,591	
Budgeted Expenditures FY 12/13	\$ 58,354	\$ 111,608	\$ 117,952	\$ 370,000	
General Fund Contingency Budget					
For the three month ending September 30, 2013 25% of the Fiscal Year					
	Actual Year to Date 2013-14	Annual Budget 2013-14			
Adopted Budget FY 2013/14		\$ 321,500			
Encumbered to Date					
North Campus Gas Line	\$ 75,053	\$ 93,630			
Great Prescott Regional Economic		\$ 10,500			
Balance of Contingency Budget	\$ 75,053	\$ 217,370			
Annual Debt Service Summary By Fund					
Fiscal Year Ended June 30, 2014					
Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2013	FY 2013 Principal	FY 2013 Interest
General Government					
GADA Loan 2007A	7/1/2011	\$ 3,825,000	\$ 3,695,000	\$ 75,000	\$ 175,981
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 7,280,000		\$ 331,638
		\$ 11,105,000	\$ 10,975,000	\$ 75,000	\$ 507,619
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 655,000	\$ 45,000	\$ 26,895
Sewer Enterprise Fund					
WIFA	1/10/2007	\$ 1,580,000	\$ 1,166,086	\$ 75,796	\$ 32,161
WIFA	1/11/2008	\$ 4,853,000	\$ 3,973,676	\$ 235,511	\$ 111,819
USDA	2/16/2007	\$ 1,595,000	\$ 1,450,165	\$ 37,140	\$ 59,136
USDA	4/10/2008	\$ 1,505,000	\$ 1,406,302	\$ 33,470	\$ 57,382
USDA	4/16/2008	\$ 1,332,000	\$ 1,245,534	\$ 29,577	\$ 50,823
		\$ 10,865,000	\$ 9,241,763	\$ 411,494	\$ 311,321
Total Town of Chino Valley Debt		\$ 22,715,000	\$ 20,871,763	\$ 531,494	\$ 845,835



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. d.

Meeting Date: 11/12/2013
Contact Person: Spencer Guest, IT Specialist
 Phone: 928-636-2646 x-1215
Department: General Services
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Agreement for Professional Consulting Services with Four-D LLC, for email server migration scope of work and ongoing professional services, in an amount not to exceed \$15,000.00, through June 30, 2015.

RECOMMENDED ACTION:

Approve Agreement for Professional Consulting Services with Four-D LLC, in an amount not to exceed \$15,000.00, through June 30, 2015.

SITUATION AND ANALYSIS:

Email communication has become one of the main avenues of communication for almost any organization including local municipalities such as the Town of Chino Valley. The Town's current email system has reached a point where the software is now quickly approaching the end of support with the manufacturer (4/8/2014). This end of product lifecycle makes it necessary for the Town to upgrade the current server and software system to the latest release. While software upgrades and server migrations are a common routine for MIS, the mission critical nature of the email communications and the limited staff resources, makes it necessary for the Town to contract additional support assistance to aide in the migration. The lack of additional MIS staff, has also made it difficult for current staff to take the proper amount of leave time throughout the fiscal year. To address this limitation, the Town needs to maintain a working relationship for ongoing IT support services, during MIS staff absences, with a local trusted provider.

In the past, the Town has had a good working relationship with Four-D LLC. who has provided advisory and support services to the Town MIS division. Upon request by Town staff, Four-D LLC. created a scope of work to address the necessary email server migration

(See Attachment) and the ongoing support services on as need basis through the end of the current fiscal year. As per the scope of work, an estimated \$9000 would be necessary for the email server migration support. Staff is requesting an additional \$6000 to cover any costs and to provide the necessary ongoing IT support services and leave time for the Town's MIS staff. This would be a total of \$15,000 for approval by Council, noting that all monies may or may not be expended due to the "as needed" nature of the support services to be provided by Four-D LLC.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-47-5213

Available: 15,000.00

Funding Source:

This item will be funded from within the current MIS/GIS budget and no additional funds are necessary to cover this expenditure. Funds will be pulled from bandwidth costs associated with a planned staff move that will not be realized during the current fiscal year.

Attachments

Four-D Prof. Service Agreement

Four-D Scope Of Work

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this _____ day of _____, 2013, by and between the Town of Chino Valley, Arizona, a municipal corporation (hereinafter “Town”) and Four-D, LLC, an Arizona limited liability company (hereinafter “Consultant”).

FOR THE PURPOSE of providing professional consulting services for the Town on the Migration from Exchange 2003 to Exchange 2013 Project, hereinafter referred to as the “Migration Project,” and for on-call services for technology support and vacation fill-in, 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 hereby agrees that any 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.

1.3.2 Consultant shall become familiar with the Town’s existing technology systems and conditions prior to commencing the Services and notify Town of any constraints associated with the Project.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Consultant shall designate Ida deBlanc as Project Manager and all communications shall be directed to him. Key Consultant Personnel are set forth in Exhibit B. “Key Personnel” includes those Consultant employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Consultant shall first obtain the approval of Town.

1.3.5 Consultant's subcontracts, if any, are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subconsultants on Exhibit B, either by adding, deleting or changing subconsultants, shall require the written consent of Town.

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

1.3.7 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.8 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.

1.4 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 Spencer Guest as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term

1.5.1 Contract Term; Renewal. This Agreement shall commence upon execution of the Agreement and continue through June 30, 2015.

1.5.2 Schedule of Services. The Schedule of Services is set forth in Exhibit C.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed \$ 15,000.00. Services for the Migration Project shall not exceed \$9,000.00 and services for technology support and vacation fill-in shall not exceed \$6,000.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. 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 E. 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. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to Town. Consultant shall be solely responsible for any such deductible or self insured retention amount. Town, at its option, may require Consultant to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Consultant shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.4 Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, 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 the Consultant, its agents, employees or any tier of Consultant's subconsultants related to the Services in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify Town, its agents, 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 the Consultant, any tier of Consultant's subconsultant or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including Town. Such indemnity does not extend to Town's negligence.

5.1 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, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of Town by attorney of Consultant, or if covered by insurance, Consultants' insurer, all of which must be approved by Town, which approval shall not be unreasonably withheld or delayed. Town shall 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.

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

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with ten (10) 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, the 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 as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by Town to fulfill its obligations.

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

7. ASSURANCES

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

7.2 Examination of Records. The 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 the Consultant involving transactions related to this Agreement.

7.3 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 Town 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.

7.4 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.

7.5 Independent Consultant. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant 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. The 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 the Consultant and Town, and Town will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 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 subconsultants in performance of the Services, subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further warrant that after hiring an employee, such subconsultant 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. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. 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 subconsultants 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 subconsultant employee who works on the Agreement to ensure that the Consultant or subconsultant 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.

7.7 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 Town and its representatives against any

claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.8 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 of Chino Valley work product or information for the benefit of any third parties without Town consent.

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

7.10 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.

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

7.12 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:

CONSULTANTCY:

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

Four-D, LLC
599 Mingus Shadows
Clarkdale, AZ 86324

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

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

8. SUSPENSION OF WORK

8.1 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.

8.2 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 the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. The 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. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 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.

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

10. ASSIGNABILITY

The 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 the 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 the Consultant have executed this Agreement as of the date first written.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____

Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C.
Town Attorneys

CONSULTANT

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

See PDF attachment “Four-D.ExchangeMigration.ChV.20131015”

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

Ida-Meri de Blanc
Peter de Blanc
John Staltari

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D 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. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount
Migration Project	\$ 9,000.00
On-Call Technology Support and Vacation Fill-in	\$ 6,000.00

3. For Fiscal Years July 1, 2011 through June 30, 2014, the rate shall be \$75.00 per hour. For Fiscal Years July 1, 2014 through June 30, 2016, the rate shall be \$85.00 per hour.

B. Method of Payment

Invoices shall be on a form and in the format provided by Town and maybe submitted electronically to the Town. Terms are net 30 days.

Invoices shall be for actual time worked on Town projects and shall be in quarter hour increments.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of \$_____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at ____ cents per mile. Any out of state travel must receive prior approval of Town.)
2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.

4. Costs of faxes at \$ ____ per page.
5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E **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 _____



www.fourdllc.com
 questions@fourdllc.com
 (928) 634-0932

Spencer Guest | Exchange 2013 Migration – Informal Estimate | August 27, 2013

Overview

Migrating the Town's email platform from Exchange 2003 to Exchange 2013 is a medium complexity project. There is no Microsoft supported direct migration path. The supported scenario will be to first migrate the environment to Exchange 2010, remove Exchange 2003, then migrate from Exchange 2010 to Exchange 2013. It is highly recommended that thorough testing of the entire migration process be performed prior to the production migration.

This is an informal estimate based on information received about the existing environment, project goals and intended results. This informal estimate includes:

- Project planning
- Building the test environment
- Simulating the migration process in the test environment
- Creating a production migration plan
- Migrating the production environment

A formal, detailed estimate, including a project plan can be produced. If requested, it would need to be initiated as a feasibility study and would be billed hourly at our current contracted rate.

This estimate is based on assumptions and recommendations required to facilitate the testing and ensure successful production implementation. These assumptions and recommendations are listed below. If these assumptions are invalidated and/or if the recommendations are not followed, the project will take considerably longer than estimated - resulting in additional costs - or may not be successful.

Estimate Breakdown

- Week 1: Initial analysis, build test environment, simulate the migration, create migration plan.
- Week 2: Production migration; Exchange 2003 to Exchange 2010 then from 2010 to 2013.
- Week 3 (Optional): System tuning, end-user support, documentation of the new environment.

(Cost including optional week 3: 120 hours (40 hours/week) x \$75/hr. = \$9,000)

Assumptions

- Town shall provide recommended hardware for the test environment and a test lab space.
- Town shall be correctly licensed for the final software configuration. (Free “Evaluation” licenses can be used for the migration process and the test environment. Four-D can be engaged for license compliance as a separate project if requested.)
- All server platforms shall be at required supportability levels (<http://technet.microsoft.com/en-us/library/ff728623%28EXCHG.141%29.aspx>)
- All Outlook clients shall be at required supportability levels. For Exchange 2013, this means Outlook 2007 Service Pack 3 and the November 2012 Public Update or higher. (<http://technet.microsoft.com/en-us/library/ff728623%28EXCHG.141%29.aspx>)
- The migration will not exceed 125 mailboxes.
- There are four “Public Folder Calendars”. Exchange 2013 does not support public folders. The four public folder calendars will need to be “converted” to another form, most likely a shared mailbox calendar. This conversion may require recreating and re-entering the calendar data. This task will be performed by the Town Staff.
- Town IT staff; i.e. Spencer Guest; will be available to assist with this project a minimum of 12 hours/week.

Recommendations

- For the test lab; two PCs that support virtualization, prefer i7 or minimum i5 processors, 16 GB RAM and 256 GB SSD drives
- Upgrades for the new Dell R720 server: Minimum 64 GB RAM, at least four 1-GbE NIC ports, all eight hotswap drives installed (it looks like it came with six - may need to order two more)
- Purchase a public PKI UC certificate for the new Exchange server; we recommend DigiCert

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. e.

Meeting Date: 11/12/2013

Contact Person: Ron Grittmann, Town Engineer
Phone: 928-636-2646 x-1223

Department: Public Works

Item Type: Consent

Estimated length None

of staff presentation:

Physical location of item: Highway 89 Between Road 4 South and the Southern Town Limits

AGENDA ITEM TITLE:

Consideration and possible action to approve the revised Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation in the amount of \$100,000 for the Town's contribution to the construction of the proposed roundabout at Highway 89 and Kalinich Avenue, and to assign construction and maintenance responsibilities as defined in the Agreement.

RECOMMENDED ACTION:

Approve the revised Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation in the amount of \$100,000.

SITUATION AND ANALYSIS:

On July 23, 2013, the Town Council approved the intergovernmental agreement with the Arizona Department of Transportation (ADOT) and committed to contributing \$100,000 to the roundabout at Kalinich Avenue and constructing Road 1 East, Kalinich Avenue, Road 4 1/2 South, and Windy Plaza Avenue. At the time of approval, ADOT had not yet approved the version approved by the Council and Council's approval was contingent upon no material changes being made to the version approved by Council. While the revisions to the Agreement are not material, it is Staff's opinion that they are more extensive than was originally anticipated and Council would likely want to be made aware of the revisions. For this reason, Staff is bringing this matter back before Council to review and approve the revised agreement.

After the Town approved the IGA, ADOT identified additional issues and contacted Staff about revising the IGA. The issues raised by ADOT were concerns from the attorney general's office and did not affect the Town's responsibilities under the agreement. A conference call was held on October 8, 2013 between Town, ADOT and Attorney General's office

representatives to discuss and resolve the issues. After the conference call, the Town and ADOT's attorneys revised the agreement which is attached in redline and final form for Council's approval. The revisions primarily are to exclude references to the Town project (because the Town project does not include a cooperative effort with ADOT) and to require the Town to comply with the State's permit process and ADOT to comply with the Town's permit process. These are not material to the agreement, but are, in Staff's opinion, substantial enough to bring back to Council.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available: \$200,000

Funding Source:

Funds to come from Roadway Impact Fees.

Attachments

IGA with redlines

Final IGA

ADOT CAR No.: IGA/JPA 13-0000002-I
AG Contract No.: P001 2013

000xxx2428

Project: Roundabout at 5 South
Section: SR89 M319
Federal-aid No.: 089-B(203)A
ADOT Project No.: H8039 01D/01C
TIP/STIP No.: STP-089-B(203)X
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and the Town Council (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

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

2. The Town is empowered by Arizona Revised Statutes § 9-240 and 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.

~~3. The Town of Chino Valley will design, advertise, award and administer construction of a Road 1 East, Road 4 ½ South, and Kalinich (formally Acquire federal funds for the use and benefit of the Town and to authorize such federal funds for the State Project and Town Project pursuant to federal law regulations. The State shall be the designated agent for the Town, if the Project is approved by FHWA and funds for the Project are available for the State Project, known as 5 South), hereinafter referred as to the "Town Project".~~

~~4.3. The State will design, advertise, award and administer construction of a roundabout at Kalinich, hereinafter referred as to the "State Project". The State will obtain federal funds for the design and construction costs associated with the State Project. The Town will contribute \$100,000.00 towards construction of the roundabout on the State Project. The State will provide a minimum of 3100 CY of millings to the Town of Chino Valley for the Town Project's construction.~~

~~5.4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.~~

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

II. SCOPE OF WORK

1. The State ~~shall~~will:

a. ~~Acquire federal funds for the use and benefit of the Town and to authorize such federal funds for the State Project and Town Project pursuant to federal law regulations.~~ Upon execution of this Agreement, be the designated agent for the Town, if the Project is approved by FHWA and funds for the Project are available for the State Project. ~~The agreement shall become null and void in its entirety should the Project not be approved FHWA and/or funds not be made available for the Project.~~

b. Upon execution of this Agreement and notification of approval of the Project from FHWA, invoice the Town for the Town's contribution towards the ~~State~~ Project, of \$100,000.00.

c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the State Project and incorporate comments from the Town as appropriate.

d. The ~~State~~ Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

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

f. ~~Hereby g~~Grant to the Town, its agents and/or contractors, without cost, the right to enter State Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the Town Project, including without limitation, temporary construction easements or temporary Rights-of-Entry on, to and over State rights-of-way, subject to the State's permit process.

g. Provide the Town with a minimum of 3,100CY of millings from the ~~State~~ Project for the Town's use ~~in the Town Project~~. The State shall provide additional millings if they are available.

h. Upon completion of the Project and final inspection and acceptance of all the ~~State~~ Project improvements, provide maintenance for the roadway, curb and gutter, and lighting of the roundabout.

~~h.i. The State shall p~~Provide one thorough cleaning prior to the Town assuming maintenance. ~~Remove a~~All weeds and deleterious materials ~~shall be removed~~ from the medians, detention basins, and areas between back of sidewalk and Right-of-way

2. The Town ~~shall~~will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town on the ~~State~~ Project.

b. Upon execution and notification of approval of the funding by FHWA, ~~execute this Agreement~~ and within thirty (30) days of receipt of an invoice from the State, remit to the State **\$100,000.00** for the costs associated with the ~~State~~ Project.

c. Review the design documents required for construction of the ~~State~~ Project and provide comments to the State as appropriate.

d. ~~Town shall p~~Provide the necessary storage yard for a minimum of 3,100 CY of millings.

e. ~~Hereby g~~Grant to the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the ~~State~~ Project, including without limitation, temporary construction easements or temporary Rights-of-Entry on, to and over Town rights-of-way, subject to the Town's permit process.

f. Upon completion of the Project, assume maintenance responsibility for the Right-of-Way weed control from Center Street (milepost 327.2) to Kalinich (milepost 324.34) at its sole expense. Town shall provide maintenance of the medians between back of curbs and the areas between the back of curb and the ROW line.

g. Within six (6) months of ~~Upon~~ completion of the Project, complete the connections to SR 89 at Rd 4 ½ and Kalinich to Rd 1 East ~~within 6 months.~~ Extend Road 1 East from 3 South to Kalinich Road.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the State Project and all reimbursements provided herein. All maintenance obligations contained herein, shall be perpetual. This Agreement may be cancelled at any time prior to the award of a State Project construction contract, upon thirty-days (30) written notice to the other party. It is further understood and agreed that, in the event Town cancels this Agreement, the State shall have no other obligation to continue with the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with either the State Project or the Town Project, provide funds for past, current or future expenses under this agreement.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the Town for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

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

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

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

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

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

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

9. Non-Availability of Funds: Every payment obligation of either the State or the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either the State or the Town at the end of the period for which the funds are

available. No liability shall accrue to either the State or the County in the event this provision is exercised, and neither the State nor the Town shall be obligated or liable for any future payments as a result of termination under this paragraph.

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

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

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

Town of Chino Valley
Attn: Ron Grittmann, Town Engineer
202 N State Route 89
Chino Valley, Arizona 86323
Phone: 928-636-7140 x1223
Fax

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

~~**13.** Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes §§ 35-391 and/or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.~~

~~**14.**~~**13.** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

~~**15.**~~**14.** In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

Town of Chino Valley

STATE OF ARIZONA

Department of Transportation

By _____
CHRIS MARLEY
Mayor

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

ATTEST:

By _____
JAMI LEWIS
Town Clerk

JPA 13-0000002I**ATTORNEY APPROVAL FORM FOR THE TOWN OF CHINO VALLEY**

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

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

DATED this _____ day of _____, 2013.

Town Attorney

ADOT CAR No.: IGA/JPA 13-0000002-I
 AG Contract No.: P001 2013 002428
 Project: Roundabout at 5 South
 Section: SR89 M319
Federal-aid No.: 089-B(203)A
ADOT Project No.: H8039 01D/01C
TIP/STIP No.: STP-089-B(203)X
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
 THE STATE OF ARIZONA
 AND
 TOWN OF CHINO VALLEY

THIS AGREEMENT is entered into this date _____, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CHINO VALLEY, acting by and through its MAYOR and the Town Council (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

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

2. The Town is empowered by Arizona Revised Statutes § 9-240 and 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.

3. The State will design, advertise, award and administer construction of a roundabout at Kalinich Road, hereinafter referred to as the "Project". The State will obtain federal funds for the design and construction costs associated with the Project. The Town will contribute \$100,000.00 towards construction of the Project. |

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

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if the Project is approved by FHWA and funds are available for the Project.

b. Upon execution of this Agreement and notification of approval of the Project from FHWA, invoice the Town for the Town's contribution towards the Project, of \$100,000.00.

c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the Town as appropriate.

d. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

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

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

g. Provide the Town with a minimum of 3,100 CY of millings from the Project for the Town's use. The State shall provide additional millings if they are available.

h. Upon completion of the Project and final inspection and acceptance of all the Project improvements, provide maintenance for the roadway, curb and gutter, and lighting of the roundabout.

i. Provide one thorough cleaning prior to the Town assuming maintenance. Remove all weeds and deleterious materials from the medians, detention basins, and areas between back of sidewalk and right-of-way.

2. The Town will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town on the Project.

b. Upon execution and notification of approval of the funding by FHWA, and within thirty (30) days of receipt of an invoice from the State, remit to the State **\$100,000.00** for the costs associated with the Project.

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

d. Provide the necessary storage yard for a minimum of 3,100 CY of millings.

e. Grant the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the

Project, including without limitation, temporary construction easements or temporary rights-of-entry on, to and over Town rights-of-way, subject to the Town's permit process.

f. Upon completion of the Project, assume maintenance responsibility for the right-of-way weed control from Center Street (milepost 327.2) to Kalinich (milepost 324.34) at its sole expense. Town shall provide maintenance of the medians between back of curbs and the areas between the back of curb and the right-of-way line.

g. Within six (6) months of completion of the Project, complete the connections to SR 89 at Rd 4 ½ and Kalinich Road to Road 1 East. Extend Road 1 East from 3 South to Kalinich Road.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein, shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to the other party. It is further understood and agreed that, in the event Town cancels this Agreement, the State shall have no other obligation to continue with the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with either the Project or the Town Project, provide funds for past, current or future expenses under this agreement.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the Town for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

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

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

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

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

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

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

9. Non-Availability of Funds: Every payment obligation of either the State or the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either the State or the Town at the end of the period for which the funds are available. No liability shall accrue to either the State or the County in the event this provision is exercised, and neither the State nor the Town shall be obligated or liable for any future payments as a result of termination under this paragraph.

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

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

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

Town of Chino Valley
Attn: Ron Grittmann, Town Engineer
202 N State Route 89
Chino Valley, Arizona 86323
Phone: 928-636-7140 x1223
Fax

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

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

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

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

Town of Chino Valley

STATE OF ARIZONA

Department of Transportation

By _____
CHRIS MARLEY
Mayor

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

ATTEST:

By _____
JAMI LEWIS
Town Clerk

JPA 13-0000002I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CHINO VALLEY

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

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

DATED this _____ day of _____, 2013.

Town Attorney



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 11/12/2013
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Review and discussion of proposed text amendments to the Unified Development Ordinance related to regulating medical marijuana dispensaries, as well as cultivation and infusion facilities, as revised, pursuant to input from the Council study session held on October 3, 2013. (Ruth Mayday, Planner)

SITUATION & ANALYSIS:

On October 3, 2013 Town Council held a Work/Study session for the purposes of discussing potential amendments to the Unified Development Ordinance (UDO) that would further regulate medical marijuana cultivation and infusion facilities, as well as dispensaries. After considerable input from affected citizens and Council members, staff has refined the proposed text amendments to reflect comments received from the public and Council.

The Commercial Greenhouse Regulations (UDO §4.30) provide a significant hurdle in terms of minimum lot size and allowed lot coverage, as well as a required 500' separation from State Route 89, eliminating a number of properties that would otherwise be ideally situated for cultivation and dispensary uses. Therefore, staff recommends striking 4.30 in its entirety, and including the floor area restrictions for retail, restaurant, entertainment, and sales of produce in the property development standards for the appropriate zoning districts (AR-36, AR-5, AR-4, CL, CH, and I). This would also remove the locational restrictions on non-marijuana commercial greenhouses while keeping the secondary use restrictions in place.

Language has also been included to ensure cultivation activities take place within a structure and specifically excludes outdoor cultivation.

Separation requirements have been reduced to two hundred feet (200') with the exception of

schools, as that is regulated by the state.

The language regarding dust, fumes, odor, or vapors has been changed to require mitigation to minimize impact on surrounding properties.

A Notice of Public Hearing before the Planning & Zoning Commission for the purpose of taking public comment on the proposed text amendments was published on November 3, 2013. The hearing will take place during the regularly scheduled Commission meeting on November 19, 2013.

Attachments

Draft Text Amendments - Clean

Draft Text Amendments - Redlined Version from Oct. 3, 2013

Additions to Definitions

UDO Section 2. Definitions

2.1 Meanings of Words and Terms (ADDED IN ALPHABETICAL ORDER)

MEDICAL MARIJUANA: ALL PARTS OF THE GENUS CANNABIS WHETHER GROWING OR NOT, AND THE SEED OF SUCH PLANTS THAT MAY BE ADMINISTERED TO TREAT OR ALLEVIATE A QUALIFYING PATIENT'S DEBILITATING MEDICAL CONDITION OR SYMPTOMS ASSOCIATED WITH THE PATIENT'S DEBILITATING MEDICAL CONDITION.

MEDICAL MARIJUANA CULTIVATION: THE PROCESS BY WHICH A PERSON OR PERSONS GROWS A MARIJUANA PLANT.

MEDICAL MARIJUANA CULTIVATION FACILITY, OFF-SITE: A BUILDING, STRUCTURE, OR PREMISES USED FOR THE CULTIVATION OR STORAGE OF MEDICAL MARIJUANA THAT IS PHYSICALLY SEPARATE AND OFF-SITE FROM A MEDICAL MARIJUANA DISPENSARY.

MEDICAL MARIJUANA CULTIVATION FACILITY, ON-SITE: A MEDICAL MARIJUANA FACILITY THAT IS LOCATED ON THE SAME PROPERTY AS A DISPENSARY, WHETHER ATTACHED OR NOT.

MEDICAL MARIJUANA DISPENSARY: A NON-PROFIT ENTITY DEFINED IN A.R.S. § 36-2801(11) THAT SELLS, DISTRIBUTES, TRANSMITS, GIVES, DISPENSES, OR OTHERWISE PROVIDES MEDICAL MARIJUANA TO QUALIFYING PATIENTS.

MEDICAL MARIJUANA FACILITIES: MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA CULTIVATION FACILITIES (ON OR OFF-SITE), AND MEDICAL MARIJUANA INFUSION FACILITIES.

MEDICAL MARIJUANA INFUSION FACILITY: A FACILITY THAT INCORPORATES MEDICAL MARIJUANA BY THE MEANS OF COOKING, BLENDING, INFUSING, OR OTHERWISE COMBINING MEDICAL MARIJUANA INTO CONSUMABLE, INGESTIBLE, OR EDIBLE GOODS.

AMENDMENTS TO DEFINITIONS

GREENHOUSE, COMMERCIAL. A COMMERCIAL greenhouse enterprise is a commercial enterprise that grows plants or parts of plants by the application of water to plants OR SEEDS that reside within movable containers, raised BEDS, or lined beds that are disconnected from the lands beneath them and are not defined as DEEMED TO BE "irrigated lands" as defined SET FORTH in Arizona Revised Statutes. A commercial greenhouse is considered a water intensive enterprise and requires a legally perfected water right that is supported by the Arizona Department of Water Resources (Amended with Ord. 09-424/ Res. 09-921). **[MOVED TO SECTION 4.31]**

Cultivation Site, Infusion Facility, Dispensary: Commercial/Industrial

UDO Section 3.15. 2 Commercial Light, Permitted Uses; Section 3.16. 2(O) Commercial Heavy, Permitted Uses; Section 3.17.2 Industrial, Permitted Uses.

AD./O/H Commercial greenhouses ~~may be permitted with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards (Amended with Ord. 09-424/ Res. 09-921).~~ AND ACCESSORY USES.

AE./P/I MEDICAL MARIJUANA DISPENSARY, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.

AF/Q/R MEDICAL MARIJUANA OFF-SITE CULTIVATION AND INFUSION FACILITIES, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.

Cultivation Site and/or Infusion Facility: Agricultural/Residential

UDO Section 3.5.2: AR-36 Agricultural/Residential (36 acre minimum) Permitted Uses

J. Commercial greenhouses AND ACCESSORY USES. see Subsection 4.30 Commercial Greenhouse Development Standards ~~(Amended with Ord. 09-424/ Res. 09-921).~~

UDO Section 3.5.3 Conditional Uses (Conditional Use Permit Required): ADD:

O. MEDICAL MARIJUANA CULTIVATION FACILITIES, WITH OR WITHOUT INFUSION FACILITIES, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.UDO Section 3.6. 2: AR-5 Agricultural/Residential (5 acre minimum); Section 3.7. 2: AR-4 Agricultural/Residential (4 acre minimum)

I. Commercial greenhouses ~~may be permitted with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards (Amended with Ord. 09-424/ Res. 09-921).~~

UDO Section 3.6.3 AR-5 Conditional Uses and Section 3.7.3 AR-4 Conditional Uses, add:

O. MEDICAL MARIJUANA CULTIVATION FACILITIES, WITH OR WITHOUT INFUSION FACILITIES, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.

DISPENSARIES WOULD NOT BE ALLOWED IN AR ZONING DISTRICTS.

SECTION 4.30 COMMERCIAL GREENHOUSE STANDARDS

A. IN COMMERCIAL OR INDUSTRIAL ZONING DISTRICTS:

1. NO GREATER THAN 10% OF THE FLOOR AREA SHALL BE USED FOR RETAIL SALES OR RESTAURANTS, AS AN ACCESSORY USE TO THE GREENHOUSE USE.
2. NO GREATER THAN 20% OF THE FLOOR AREA SHALL BE USED FOR ENTERTAINMENT PURPOSES, AS AN ACCESSORY USE TO THE GREENHOUSE USE.

B. IN AGRICULTURAL/RESIDENTIAL ZONING DISTRICTS, NO GREATER THAN 10% OF THE FLOOR AREA SHALL BE USED FOR THE SALE OF FARM PRODUCE THAT IS PRIMARILY GROWN ON SITE OR OTHER ACCESSORY USES.

DELETE TABLE RE: GREENHOUSES.

SECTION 4.31 MEDICAL MARIJUANA DISPENSARIES, OFF-SITE CULTIVATION SITES, AND INFUSION FACILITIES

A. WHERE PERMITTED, ALL MEDICAL MARIJUANA FACILITIES SHALL COMPLY WITH THE REGULATIONS SET FORTH IN THIS SECTION.

B. ALL MEDICAL MARIJUANA CULTIVATION FACILITIES SHALL BE WHOLLY CONTAINED WITHIN AN ENCLOSED, LOCKED FACILITY AS DEFINED IN A.R.S. §36-2801 (6).

C. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, A MEDICAL MARIJUANA FACILITY MUST PROVIDE WRITTEN EVIDENCE OF THE FOLLOWING FROM THE APPROPRIATE STATE REGULATORY AGENCY STATING:

1. THE PROPOSED FACILITY IS IN COMPLIANCE WITH ALL APPLICABLE STATE REGULATORY AGENCY AND STATE LAW REQUIREMENTS. ~~FOR SCREENING AND SECURITY OF THE FACILITY.~~
2. ANY APPLICATION SUBMITTED TO AND APPROVAL GRANTED BY A STATE REGULATORY AGENCY..
3. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, AN APPLICANT FOR AN INFUSION FACILITY, WHETHER LOCATED WITHIN A DISPENSARY OR CULTIVATION FACILITY, SHALL PROVIDE:
 - a. CERTIFIED COPIES OF ALL APPROVED PERMITS AND LICENSES REQUIRED BY LOCAL HEALTH DEPARTMENT.
4. ~~APPLICANT MUST PROVIDE~~ IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, AN APPLICANT FOR A DISPENSARY SHALL PROVIDE:

- a. A COMPLETE LIST OF THE CULTIVATION AND INFUSION FACILITIES FROM WHICH THE DISPENSARY WILL RECEIVE MEDICAL MARIJUANA OR MEDICAL MARIJUANA INFUSED PRODUCTS. SAID LIST SHALL INCLUDE: (i) THE NAME AND PHYSICAL LOCATION OF THE CULTIVATION OR INFUSION FACILITY; (ii) THE NUMBER OF ANY STATE LICENSE GRANTED BY THE STATE REGULATING AGENCY TO THE CULTIVATION OR INFUSION FACILITY; (iii) THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE CULTIVATION AND/OR INFUSION FACILITY.
 - b. A COPY OF THE OPERATING PROCEDURES SUBMITTED TO AND APPROVED BY THE STATE REGULATORY AGENCY
- 5. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, AN APPLICANT FOR A CULTIVATION FACILITY SHALL PROVIDE:
 - a. A COMPLETE LIST OF ALL DISPENSARIES FOR WHICH THE CULTIVATION FACILITY WILL CULTIVATE MEDICAL MARIJUANA, INCLUDING:
 - i. THE NAME AND PHYSICAL LOCATION OF THE DISPENSARY; AND
 - ii. THE NUMBER OF ANY LICENSE GRANTED BY THE REGULATORY AGENCY; AND
 - iii. THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE DISPENSARY.
- D. THE FOLLOWING SEPARATION REQUIREMENTS SHALL APPLY TO ALL DISPENSARY FACILITIES:
 - 1. FIVE HUNDRED FEET (500') FROM ANY SCHOOL, PUBLIC OR PRIVATE.
 - 2. TWO HUNDRED FEET (200') FROM ANY PUBLIC PARK, PUBLIC BUILDING, OR PUBLIC COMMUNITY CENTER.
 - 3. TWO HUNDRED FEET (200') FROM ANY DRUG OR ALCOHOL REHABILITATION FACILITY OR CORRECTIONAL TRANSITIONAL HOUSING FACILITY.
 - 4. TWO HUNDRED (200') FROM ANY RESIDENTIAL ZONING CLASSIFICATION, EXCEPT THAT FOR CULTIVATION AND/OR INFUSION FACILITIES IN A MIXED AR (AGRICULTURAL – RESIDENTIAL) ZONING CLASSIFICATION, THE SEPARATION SHALL BE TWO HUNDRED (200') FROM ANY EXISTING RESIDENTIAL USE.
- E. THERE SHALL BE NO RETAIL SALES, RESTAURANT, FOOD SERVICE, OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA CULTIVATION FACILITY.
- G. DUST, FUMES, ODOR, OR VAPORS EMITTING FROM ANY CULTIVATION OR INFUSION FACILITY SHALL BE MITIGATED TO MINIMIZE IMPACT ON SURROUNDING PROPERTIES. MITIGATION INCLUDES,

BUT IS NOT LIMITED TO, THE FOLLOWING: VENTILATION OF BUILDINGS, DUST CONTROL, AND/OR INSTALLATION AND USE OF DEVICES DESIGNED TO MINIMIZE DUST, FUMES, ODORS, OR VAPORS.

H. ALL MEDICAL MARIJUANA FACILITIES SHALL BE LOCATED IN A PERMANENT BUILDING OR STRUCTURE. NO SUCH FACILITY SHALL BE ALLOWED TO LOCATE IN A TRAILER, CARGO CONTAINER, OR MOTORIZED VEHICLE.

I. THE TOTAL SQUARE FOOTAGE OF A MEDICAL MARIJUANA DISPENSARY FACILITY SHALL NOT EXCEED TWO THOUSAND (2,000) SQUARE FEET.

J. THERE SHALL BE NO CONSUMPTION OF MEDICAL MARIJUANA ON THE PREMISES OF A MEDICAL MARIJUANA FACILITY.

K. ENTRY INTO LIMITED ACCESS AREAS WITHIN A MEDICAL MARIJUANA FACILITY IS RESTRICTED TO MEDICAL MARIJUANA DISPENSARY AGENTS OR PERSONS ACCOMPANIED BY A MEDICAL MARIJUANA DISPENSARY AGENT.

L. MEDICAL MARIJUANA INFUSION FACILITIES SHALL:

1. BE LOCATED ON THE SAME SITE AS A DISPENSARY OR A CULTIVATION FACILITY.
2. ON-SITE INFUSION FACILITIES, WHETHER ATTACHED OR FREE STANDING, SHALL NOT OCCUPY GREATER THAN 20% OF THE GROSS FLOOR AREA OF THE RESPECTIVE DISPENSARY OR CULTIVATION FACILITY.
3. THERE SHALL BE NO RETAIL SALES, RESTAURANT, FOOD SERVICE, OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA CULTIVATION FACILITY.

M. ALL CULTIVATION OF MEDICAL MARIJUANA SHALL TAKE PLACE WITHIN A STRUCTURE COMPRISED OF A ROOF AND WALLS THAT FULLY OBSCURE ALL PLANTS AND CULTIVATION ACTIVITIES FROM PUBLIC VIEW AND IN COMPLIANCE WITH THE PROVISIONS OF THIS CODE AND ARIZONA STATE LAW. THERE SHALL BE NO OUTDOOR CULTIVATION OF MEDICAL MARIJUANA WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

Additions to Definitions

UDO Section 2. Definitions

2.1 Meanings of Words and Terms **(ADDED IN ALPHABETICAL ORDER)**

MEDICAL MARIJUANA: ALL PARTS OF THE GENUS CANNABIS WHETHER GROWING OR NOT, AND THE SEED OF SUCH PLANTS THAT MAY BE ADMINISTERED TO TREAT OR ALLEVIATE A QUALIFYING PATIENT'S DEBILITATING MEDICAL CONDITION OR SYMPTOMS ASSOCIATED WITH THE PATIENT'S DEBILITATING MEDICAL CONDITION.

MEDICAL MARIJUANA CULTIVATION: THE PROCESS BY WHICH A PERSON OR PERSONS GROWS A MARIJUANA PLANT.

~~A) A MEDICAL MARIJUANA CULTIVATION FACILITY, OFF-SITE: SHALL MEAN~~ A BUILDING, STRUCTURE, OR PREMISES USED FOR THE CULTIVATION OR STORAGE OF MEDICAL MARIJUANA THAT IS PHYSICALLY SEPARATE AND OFF-SITE FROM A MEDICAL MARIJUANA DISPENSARY.

MEDICAL MARIJUANA CULTIVATION FACILITY, ON-SITE: A MEDICAL MARIJUANA FACILITY THAT IS LOCATED ON THE SAME PROPERTY AS A DISPENSARY, WHETHER ATTACHED OR NOT.

~~B) A MEDICAL MARIJUANA CULTIVATION FACILITY THAT IS ON-SITE WITH OR PHYSICALLY ATTACHED TO A MEDICAL MARIJUANA DISPENSARY SHALL BE CLASSIFIED AS A DISPENSARY.~~

~~C) A MEDICAL MARIJUANA CULTIVATION FACILITY SHALL BE WHOLLY CONTAINED WITHIN AN ENCLOSED, LOCKED FACILITY AS DEFINED IN ARS 36-2801 (6).~~

MEDICAL MARIJUANA DISPENSARY: A NON-PROFIT ENTITY DEFINED IN A.R.S. § 36-2801(11) THAT SELLS, DISTRIBUTES, TRANSMITS, GIVES, DISPENSES, OR OTHERWISE PROVIDES MEDICAL MARIJUANA TO QUALIFYING PATIENTS.

MEDICAL MARIJUANA FACILITIES: MEDICAL MARIJUANA DISPENSARIES, MEDICAL MARIJUANA CULTIVATION FACILITIES (ON OR OFF-SITE), AND MEDICAL MARIJUANA INFUSION FACILITIES.

MEDICAL MARIJUANA INFUSION FACILITY: A FACILITY THAT INCORPORATES MEDICAL MARIJUANA BY THE MEANS OF COOKING, BLENDING, INFUSING, OR OTHERWISE COMBINING MEDICAL MARIJUANA INTO CONSUMABLE, INGESTIBLE, OR EDIBLE GOODS. ~~AN INFUSION FACILITY SHALL BE ON THE SAME SITE AS A DISPENSARY OR A CULTIVATION FACILITY.~~

~~MEDICAL MARIJUANA QUALIFYING PATIENT: A PERSON WHO HAS BEEN DIAGNOSED BY A PHYSICIAN AS HAVING A DEBILITATING MEDICAL CONDITION AS DEFINED IN ARS 36-2801.13, AND DULY REGISTERED AS A QUALIFYING PATIENT WITH THE ARIZONA DEPARTMENT OF HEALTH SERVICES.~~

AMENDMENTS TO DEFINITIONS

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GREENHOUSE, COMMERCIAL. A ~~COMMERCIAL~~ greenhouse enterprise is a commercial enterprise that grows plants or parts of plants by the application of water to plants ~~OR SEEDS~~ that reside within movable containers, raised ~~BEDS~~, or lined beds that are disconnected from the lands beneath them and are not ~~defined as~~ ~~DEEMED TO BE~~ "irrigated lands" as ~~defined~~ ~~SET FORTH~~ in Arizona Revised Statutes. A commercial greenhouse is considered a water intensive enterprise and requires a legally perfected water right that is supported by the Arizona Department of Water Resources (Amended with Ord. 09-424/ Res. 09-921). ~~NO GREATER THAN 10% OF THE FLOOR AREA SHALL BE USED FOR RETAIL SALES OR RESTAURANTS. NO GREATER THAN 20% OF THE FLOOR AREA SHALL BE USED FOR ENTERTAINMENT PURPOSES. [MOVED TO SECTION 4.31]~~

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Deletions from UDO

Strike 4.30 Commercial Greenhouse Standards in its entirety.

Comment [RM2]: Council was pretty adamant about changing the 10 acre minimum & 50% coverage; there is talk of getting rid of the 500' requirement as well. I'd just as soon get rid of this altogether if all we are doing is regulating floor area.

Cultivation Site, Infusion Facility, Dispensary: Commercial/Industrial

UDO Section 3.15. ~~(2)~~ Commercial Light, Permitted Uses; Section 3.16. ~~(2)~~ (O) Commercial Heavy, Permitted Uses; Section 3.17. ~~(2)~~ ~~(H)~~ Industrial, Permitted Uses.

AD./O/H Commercial greenhouses may be permitted with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards (Amended with Ord. 09-424/ Res. 09-921). ~~AND ACCESSORY USES.~~

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~~AE./P/I INCLUDING- MEDICAL MARIJUANA DISPENSARY, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.~~

~~AF/Q/R MEDICAL MARIJUANA OFF-SITE CULTIVATION AND INFUSION FACILITIES, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.~~

~~12) PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, APPLICANTS FOR A SECTION SHALL ALSO PROVIDE:~~

~~a) WRITTEN EVIDENCE OF THE FOLLOWING FROM THE APPROPRIATE REGULATORY AGENCY STATING:~~

~~i. THE PROPOSED CULTIVATION FACILITY IS IN COMPLIANCE WITH ALL REGULATORY AGENCY REQUIREMENTS, FOR SCREENING AND SECURITY OF THE FACILITY.~~

~~iii. A COPY OF THE OPERATING PROCEDURES SUBMITTED TO AND APPROVED BY THE STATE REGULATORY AGENCY~~

~~iii-iv. ANY CULTIVATION FACILITY THAT HAS AN INFUSION FACILITY PHYSICALLY ATTACHED TO THE STRUCTURE OR LOCATED ON THE SAME SITE AS THE CULTIVATION FACILITY~~

SHALL PROVIDE CERTIFIED COPIES OF ALL APPROVED PERMITS AND LICENSES REQUIRED BY THE HEALTH DEPARTMENT WITH JURISDICTION OVER SAID ACTIVITIES.

b. APPLICANT MUST PROVIDE A COMPLETE LIST OF ALL DISPENSARIES FOR WHICH THE CULTIVATION FACILITY WILL CULTIVATE MEDICAL MARIJUANA. SAID LIST WILL INCLUDE THE NAME AND PHYSICAL LOCATION OF THE DISPENSARY; THE NUMBER OF ANY LICENSE GRANTED BY THE REGULATORY AGENCY; THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE DISPENSARY.

23. THE FOLLOWING SEPARATION REQUIREMENTS SHALL APPLY TO ALL CULTIVATION FACILITIES:

a. FIVE HUNDRED FEET (500') FROM ANY SCHOOL, PUBLIC OR PRIVATE

c. TWO HUNDRED FEET (200') FROM ANY PUBLIC PARK, PUBLIC BUILDING, OR PUBLIC COMMUNITY CENTER

d. TWO HUNDRED FEET (200') FROM ANY LICENSED DRUG OR ALCOHOL REHABILITATION FACILITY OR CORRECTIONAL TRANSITIONAL HOUSING FACILITY

e. TWO HUNDRED FEET (200') FROM ANY RESIDENTIAL ZONING CLASSIFICATION. FOR CULTIVATION AND/OR INFUSION FACILITIES LOCATING IN A MIXED AR (AGRICULTURAL — RESIDENTIAL) ZONING CLASSIFICATION, TWO HUNDRED (200') FROM ANY EXISTING RESIDENTIAL USE.

3. ON SITE INFUSION FACILITIES, WHETHER ATTACHED OR FREE STANDING, SHALL NOT OCCUPY GREATER THAN 20% OF THE GROSS FLOOR AREA.

4. ALL CULTIVATION AND INFUSION FACILITIES SHALL BE LOCATED IN A PERMANENT BUILDING. NO FACILITY SHALL BE ALLOWED TO LOCATE IN A TRAILER, CARGO CONTAINER, OR MOTORIZED VEHICLE.

5. THERE SHALL BE NO DUST, FUMES, ODOR, OR VAPORS EMITTING FROM ANY CULTIVATION OR INFUSION FACILITY. SHALL BE MITIGATED TO MINIMIZE IMPACT ON SURROUNDING PROPERTIES. MITIGATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: VENTILATION OF BUILDINGS, DUST CONTROL, AND/OR INSTALLATION OF DEVICES DESIGNED TO MINIMIZE DUST, FUMES, ODORS, OR VAPORS.

- ~~6. THERE SHALL BE NO DISPENSING OR RETAIL SALES OF MEDICAL MARIJUANA FROM A CULTIVATION FACILITY OR INFUSION FACILITY.~~
- ~~7. THERE SHALL BE NO CONSUMPTION OF MEDICAL MARIJUANA ON THE PREMISES OF A CULTIVATION OR INFUSION FACILITY.~~
- ~~8. ENTRY INTO LIMITED ACCESS AREAS WITHIN A MEDICAL MARIJUANA CULTIVATION OR INFUSION FACILITY IS RESTRICTED TO MEDICAL MARIJUANA DISPENSARY AGENTS OR PERSONS ACCOMPANIED BY A MEDICAL MARIJUANA DISPENSARY AGENT.~~
- ~~9. THERE SHALL BE NO RETAIL SALES, RESTAURANT, FOOD SERVICE, OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA CULTIVATION FACILITY.~~
- ~~10. ALL CULTIVATION SHALL TAKE PLACE WITHIN A STRUCTURE COMPRISED OF A ROOF AND WALLS THAT FULLY OBSCURE ALL PLANTS AND CULTIVATION ACTIVITIES FROM PUBLIC VIEW.~~
- ~~11. THERE SHALL BE NO OUTDOOR CULTIVATION OF MEDICAL MARIJUANA WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.~~

UDO Section 3.15 (2)(AE) Commercial Light, Permitted Uses; Section 3.16 (2)(P) Commercial Heavy, Permitted Uses; Section 3.17(2)(I) Industrial, Permitted Uses:

~~Q. MEDICAL MARIJUANA DISPENSARIES WITH CULTIVATION AND/OR INFUSION FACILITIES MUST MEET THE STANDARDS SET FORTH IN UDO §4.30 COMMERCIAL GREENHOUSES~~

~~AE/P/I. MEDICAL MARIJUANA DISPENSARY~~

Cultivation Site and/or Infusion Facility: Agricultural/Residential

UDO Section 3.5.2: AR-36 Agricultural/Residential (36 acre minimum) Permitted Uses

J. Commercial greenhouses AND ACCESSORY USES, see Subsection 4.30 Commercial Greenhouse Development Standards ~~(Amended with Ord. 09-424/ Res. 09-921).~~

UDO Section 3.5.3 Conditional Uses (Conditional Use Permit Required): ADD:

Q. MEDICAL MARIJUANA CULTIVATION FACILITIES, WITH OR WITHOUT INFUSION FACILITIES, SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31.

AS SET FORTH IN SECTION 3.15(2)

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Comment [RM3]: I don't think we need a CUP for 36 acre minimum.....

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UDO Section 3.6. ~~(24)~~: AR-5 Agricultural/Residential (5 acre minimum); Section 3.7. ~~2(4)~~: AR-4 Agricultural/Residential (4 acre minimum)

I. Commercial greenhouses ~~may be permitted~~ with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards ~~(Amended with Ord. 09-424/ Res. 09-921).~~

UDO Section 3.6.3 AR-5 Conditional Uses and Section 3.7.3 AR-4 Conditional Uses, add:

O. MEDICAL MARIJUANA CULTIVATION FACILITIES, WITH OR WITHOUT INFUSION FACILITIES,
SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.31,
AS SET FORTH IN SECTION 3.15(2)

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DISPENSARIES WOULD NOT BE ALLOWED IN AR ZONING DISTRICTS.

SECTION 4.30 COMMERCIAL GREENHOUSE STANDARDS

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A. IN COMMERCIAL OR INDUSTRIAL ZONING DISTRICTS:

1. NO GREATER THAN 10% OF THE FLOOR AREA SHALL BE USED FOR RETAIL SALES OR RESTAURANTS, AS AN ACCESSORY USE TO THE GREENHOUSE USE.

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2. NO GREATER THAN 20% OF THE FLOOR AREA SHALL BE USED FOR ENTERTAINMENT PURPOSES, AS AN ACCESSORY USE TO THE GREENHOUSE USE.

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B. IN AGRICULTURAL/RESIDENTIAL ZONING DISTRICTS, NO GREATER THAN 10% OF THE FLOOR AREA SHALL BE USED FOR THE SALE OF FARM PRODUCE THAT IS PRIMARILY GROWN ON SITE OR OTHER ACCESSORY USES.

DELETE TABLE RE: GREENHOUSES.

SECTION 4.31 MEDICAL MARIJUANA DISPENSARIES, OFF-SITE CULTIVATION SITES, AND INFUSION FACILITIES

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A. WHERE PERMITTED, ALL MEDICAL MARIJUANA FACILITIES SHALL COMPLY WITH THE REGULATIONS SET FORTH IN THIS SECTION.

B. ALL MEDICAL MARIJUANA CULTIVATION FACILITIES SHALL BE WHOLLY CONTAINED WITHIN AN ENCLOSED, LOCKED FACILITY AS DEFINED IN A.R.S. §36-2801 (6).

AN INFUSION FACILITY SHALL BE ON THE SAME SITE AS A DISPENSARY OR A CULTIVATION FACILITY.

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C. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, A ~~DISPENSARY~~ MEDICAL MARIJUANA FACILITY MUST PROVIDE WRITTEN EVIDENCE OF THE FOLLOWING FROM THE APPROPRIATE STATE REGULATORY AGENCY STATING:

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~~a. THE PROPOSED DISPENSARY IS NOT LOCATED WITHIN FIVE HUNDRED FEET (500') OF A PUBLIC OR PRIVATE SCHOOL.~~

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1. ~~THE PROPOSED DISPENSARY FACILITY IS IN COMPLIANCE WITH ALL APPLICABLE STATE REGULATORY AGENCY AND STATE LAW REQUIREMENTS. FOR SCREENING AND SECURITY OF THE FACILITY.~~

2. ~~ANY APPLICATION SUBMITTED TO AND APPROVED EDAL GRANTED BY A STATE REGULATORY AGENCY. AND APPROVAL THEREOF.~~

3. ~~IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, ANY AN APPLICANT FOR AN INFUSION FACILITY, WHETHER LOCATED WITHIN A DISPENSARY OR CULTIVATION FACILITY, DISPENSARY THAT INCLUDES INFUSION OF MEDICAL MARIJUANA INTO INGESTABLE, CONSUMABLE, OR EDIBLE GOODS OR PROVIDES SAID GOODS FOR SALE SHALL PROVIDE:~~

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a. ~~CERTIFIED COPIES OF ALL APPROVED PERMITS AND LICENSES REQUIRED BY LOCAL HEATH DEPARTMENT.~~

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4. ~~APPLICANT MUST PROVIDE. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, AN APPLICANT FOR A DISPENSARY SHALL PROVIDE:~~

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a. ~~A COMPLETE LIST OF THE CULTIVATION AND/OR ANY INFUSION FACILITIES FROM WHICH THE DISPENSARY WILL RECEIVE MEDICAL MARIJUANA OR MEDICAL MARIJUANA INFUSED PRODUCTS. SAID LIST WILLSHALL INCLUDE: (i) THE NAME AND PHYSICAL LOCATION OF THE CULTIVATION OR INFUSION FACILITY; (ii) THE NUMBER OF ANY STATE LICENSE GRANTED BY THE STATE REGULATING AGENCY TO THE CULTIVATION OR INFUSION FACILITY; (iii) THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE CULTIVATION AND/OR INFUSION FACILITY.~~

b. ~~A COPY OF THE OPERATING PROCEDURES SUBMITTED TO AND APPROVED BY THE STATE REGULATORY AGENCY~~

5. ~~IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS D.1 AND D.2, ABOVE, AN APPLICANT FOR A CULTIVATION FACILITY SHALL PROVIDE:~~

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a. ~~A COMPLETE LIST OF ALL DISPENSARIES FOR WHICH THE CULTIVATION FACILITY WILL CULTIVATE MEDICAL MARIJUANA, INCLUDING:~~

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i. ~~THE NAME AND PHYSICAL LOCATION OF THE DISPENSARY; AND~~

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ii. ~~THE NUMBER OF ANY LICENSE GRANTED BY THE REGULATORY AGENCY; AND~~

iii. THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE DISPENSARY.

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D. 3. THE FOLLOWING SEPARATION REQUIREMENTS SHALL APPLY TO ALL DISPENSARY FACILITIES:

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1. a. FIVE HUNDRED FEET (500') FROM ANY SCHOOL, PUBLIC OR PRIVATE

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2. e. TWO HUNDRED FEET (200') FROM ANY PUBLIC PARK, PUBLIC BUILDING, OR PUBLIC COMMUNITY CENTER.

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3. d. TWO HUNDRED FEET (200') -FROM ANY ~~LICENSED~~ DRUG OR ALCOHOL REHABILITATION FACILITY OR CORRECTIONAL TRANSITIONAL HOUSING FACILITY.

Comment [RM4]: Agreed. Will say "drug and alcohol"

4. e. TWO HUNDRED (200') FROM ANY RESIDENTIAL ZONING CLASSIFICATION, EXCEPT THAT FOR CULTIVATION AND/OR INFUSION FACILITIES IN A MIXED AR (AGRICULTURAL – RESIDENTIAL) ZONING CLASSIFICATION, THE SEPARATION SHALL BE TWO HUNDRED (200') FROM ANY EXISTING RESIDENTIAL USE.

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4. ON-SITE INFUSION FACILITIES, WHETHER ATTACHED OR FREE-STANDING, SHALL NOT OCCUPY GREATER THAN 20% OF THE GROSS FLOOR AREA OF THE DISPENSARY.

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E. THERE SHALL BE NO RETAIL SALES, RESTAURANT, FOOD SERVICE, OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA CULTIVATION FACILITY.

G. 5. THERE SHALL BE NO IF A CULTIVATION OR INFUSION FACILITY IS LOCATED ON THE SAME SITE AS A DISPENSARY, THE DUST, FUMES, ODOR, OR VAPORS EMITTING FROM ANY CULTIVATION OR INFUSION FACILITY SHALL BE MITIGATED TO MINIMIZE IMPACT ON SURROUNDING PROPERTIES. MITIGATION INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING: VENTILATION OF BUILDINGS, DUST CONTROL, AND/OR INSTALLATION AND USE OF DEVICES DESIGNED TO MINIMIZE DUST, FUMES, ODORS, OR VAPOR S.

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H. 65. ALL ~~DISPENSARIES-MEDICAL MARIJUANA FACILITIES~~ SHALL BE LOCATED IN A PERMANENT BUILDING OR STRUCTURE. NO SUCH FACILITY SHALL BE ALLOWED TO LOCATE IN A TRAILER, CARGO CONTAINER, OR MOTORIZED VEHICLE.

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I. 76. THE TOTAL SQUARE FOOTAGE OF A MEDICAL MARIJUANA DISPENSARY- FACILITY SHALL NOT EXCEED TWO THOUSAND (2,000) SQUARE FEET. ~~THE MAXIMUM SQUARE FOOTAGE SHALL NOT BE EXCEEDED WITHOUT A VARIANCE.~~

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J. 87. THERE SHALL BE NO CONSUMPTION OF MEDICAL MARIJUANA ON THE PREMISES OF A ~~DISPENSARY-MEDICAL MARIJUANA~~ FACILITY.

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K. 98. ENTRY INTO LIMITED ACCESS AREAS WITHIN A MEDICAL MARIJUANA ~~CULTIVATION OR INFUSION~~ FACILITY IS RESTRICTED TO MEDICAL MARIJUANA DISPENSARY AGENTS OR PERSONS ACCOMPANIED BY A MEDICAL MARIJUANA DISPENSARY AGENT.

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L. 10. THERE SHALL BE NO RESTAURANT OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA DISPENSARY FACILITY. MEDICAL MARIJUANA INFUSION FACILITIES SHALL:

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1. BE LOCATED ON THE SAME SITE AS A DISPENSARY OR A CULTIVATION FACILITY.
2. ON-SITE INFUSION FACILITIES, WHETHER ATTACHED OR FREE STANDING, SHALL NOT OCCUPY GREATER THAN 20% OF THE GROSS FLOOR AREA OF THE RESPECTIVE DISPENSARY OR CULTIVATION FACILITY.
3. THERE SHALL BE NO RETAIL SALES, RESTAURANT, FOOD SERVICE, OR ENTERTAINMENT ACTIVITIES WITHIN A MEDICAL MARIJUANA CULTIVATION FACILITY.

M. ALL CULTIVATION OF MEDICAL MARIJUANA SHALL TAKE PLACE WITHIN A STRUCTURE COMPRISED OF A ROOF AND WALLS THAT FULLY OBSCURE ALL PLANTS AND CULTIVATION ACTIVITIES FROM PUBLIC VIEW AND IN COMPLIANCE WITH THE PROVISIONS OF THIS CODE AND ARIZONA STATE LAW. THERE SHALL BE NO OUTDOOR CULTIVATION OF MEDICAL MARIJUANA WITHIN THE CORPORATE BOUNDARIES OF THE TOWN.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 11/12/2013
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls, related to the standards for erection of fences and walls.

RECOMMENDED ACTION:

Approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls, related to the standards for erection of fences and walls.

SITUATION AND ANALYSIS:

Section 4.8 of the Unified Development Ordinance regulates heights and materials for walls and fences in the Town. In both Subsections (A) and (B), Conditional Use Permits (CUP's) are used to grant relief to the regulations; additionally, the fees for the CUP are waived in Subsection (E). This circumvents the duties and responsibilities of the Board of Adjustments as set forth in ARS 9-462.06(G)(2) et. seq. Paragraph A of the existing UDO limits heights in all zoning classification to 6 feet in height, but allows for the height standard to be exceeded with a Conditional Use Permit (CUP). The use of a CUP in this context clearly circumvents the duties and responsibilities of the Board of Adjustments as set forth in ARS 9-462.06 (G) (2) et. seq. For commercial and industrial zoning classifications, the fence height shall not exceed eight (8) feet in height. Any request to exceed the maximum fence height would require a public hearing before the Board of Adjustments, in compliance with the public hearing requirements set forth in ARS9-462.04 Paragraph B of this portion of the UDO currently permits issuance of a CUP to allow use of materials other than those set forth in the first sentence (wood, woven wire, masonry, iron, or steel) or for fences that are "other than conventional design". As with the language in Paragraph A, the use of a CUP in this context is

in circumvention of the duties and responsibilities of the Board of Adjustments set forth in ARS 9-462.06 (G)(2)et. seq. Staff recommends striking the second sentence in its entirety. Paragraph E states that no fee shall be charged for CUP's concerning fences. As previously discussed, the CUP cannot be used to circumvent state statute. The recommended text amendments in Paragraph A and B eliminate the need for a reference to a CUP for fences. Staff recommends striking Paragraph E in its entirety. Paragraph E replacement language Staff also recommends that language be included that would subject non-conforming fences to the regulations set forth in Section 4.2: Non-Conforming Uses and Structures. The suggested language is as follows: E. Any fence not in conformance with this ordinance as of the date of amendment shall be considered a non-conforming fence and shall be subject to the regulations set forth in Section 4.2 Non-Conforming Uses and Structures. The burden of proof shall be on the property owner.

Because the current text of Section 4.8 of the Unified Development Ordinance currently contradicts state law, the conflicting language must be brought into compliance. Secondly, staff recommends increasing the maximum fence height by right from six feet (6') in height to eight feet (8') in all commercial and industrial zoning classifications, which will lessen the administrative burden imposed by a six foot (6') maximum fence height on businesses in the community, as they will not be required to apply for a variance to the height through the Board of Adjustments process. Finally, by substituting the proposed language in Paragraph E, replacement of non-conforming fences will be required to be in conformance with current codes.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 13-776, UDO Amendment, Walls & Fences

P&Z Packet

P&Z Minutes

ORDINANCE NO. 13-776

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA, CHAPTER 4: GENERAL REGULATIONS, BY AMENDING SECTION 4.8 WALLS AND FENCES RELATED TO REVISING HEIGHT REQUIREMENTS FOR WALLS AND FENCES AND REQUIRING SWIMMING POOL FENCES TO COMPLY WITH STATE LAW; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES

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

Section 1. In General.

The Town Chino Valley, Arizona, Unified Development Ordinance, Chapter 4 General Regulations, Section 4.8 Walls and Fences, is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

4.8 Walls and Fences

A. Height.

1. IN A RESIDENTIAL OR AGRICULTURAL ZONING DISTRICT no wall or fence shall ~~be more than~~ EXCEED six (6) feet in height, EXCEPT THAT FENCES IN REQUIRED FRONT YARDS SHALL NOT EXCEED FIVE (5) FEET IN HEIGHT. ~~provided that fences exceeding the above heights may be allowed when a Conditional Use Permit has been secured for such purposes. When deciding on a Conditional Use Permit request, the Commission shall ensure that fences shall not cause a visibility hazard or nuisance.~~

2. IN A COMMERCIAL OR INDUSTRIAL ZONING DISTRICT NO WALL OR FENCE SHALL EXCEED EIGHT (8) FEET IN HEIGHT. WHEN A FENCE IN A COMMERCIAL OR INDUSTRIAL ZONING DISTRICT ABUTS A RESIDENTIAL ZONING DISTRICT, THE WALL OR FENCE IN THE COMMERCIAL OR INDUSTRIAL ZONING DISTRICT SHALL BE SET BACK TEN (10) FEET FROM THE PROPERTY BOUNDARY AND LANDSCAPED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN § 4.26 LANDSCAPE REQUIREMENTS. THE FINISHED SIDE OF THE FENCE AND THE REQUIRED LANDSCAPING SHALL FACE THE RESIDENTIALLY ZONED PROPERTY.

B. VISIBILITY. IN NO CASE SHALL A FENCE OR WALL BE DESIGNED OR CONSTRUCTED SO AS TO INTERFERE WITH VISIBILITY FOR TRAFFIC SAFETY.

BC. Materials and design. Fences and walls in all Zoning districts shall be constructed of wood, woven wire, masonry, iron, or steel, or OTHER MATERIALS OF conventional design. ~~Fences or walls of other than specified material, or other than conventional design shall be allowed only by Conditional Use Permit.~~

CD. Electrical fences. Electrical fences shall be allowed only in those zoning districts where the keeping of livestock is allowed and shall be clearly posted on all property corners and no more than 200 feet apart on all lot lines where such fences are erected.

DE. Swimming pools. ~~ANY swimming pools THAT IS EIGHTEEN (18) INCHES OR MORE IN DEPTH AND EIGHT (8) FEET OR MORE IN WIDTH OR DIAMETER AT ANY POINT AND IS INTENDED FOR SWIMMING shall be FENCED OR ENCLOSED AS REQUIRED BY AND IN COMPLIANCE WITH A.R.S. § 36-1681 AND THE MOST RECENTLY ADOPTED INTERNATIONAL RESIDENTIAL CODE (IRC) THAT REGULATES FENCING FOR POOLS, SPAS, AND SIMILAR FACILITIES OR STRUCTURES. enclosed by a solid wall, wood, or chain link fence not less than five (5) feet and no more than six (6) feet in height so as to prevent uninvited access.~~

EF. NON-CONFORMING FENCES AND WALLS. ~~Fees. No fee shall be charged for Conditional Use Permits concerning fences.~~ ANY FENCE BUILT AND APPROVED BY THE TOWN PRIOR TO DECEMBER 12, 2013 AND NOT IN CONFORMANCE WITH THIS SECTION SHALL BE CONSIDERED A LEGAL NON-CONFORMING FENCE AND SHALL BE SUBJECT TO THE REGULATIONS SET FORTH IN SECTION 4.2 NON-CONFORMING USES AND STRUCTURES.

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 section shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Unified Development Ordinance of the Town of Chino Valley, Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12th day of November, 2013 by the following vote:

AYES: _____

NAYES: _____

EXCUSED: _____

ABSENT: _____

ABSTAINED: _____

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

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

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. . 13-776 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 12TH DAY OF NOVEMBER, 2013, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2013.

Jami C. Lewis, Town Clerk

P&Z Planning Commission Regular

Meeting Date: 10/15/2013

Public Hearing 4.8 Walls and Fences

CASE DESCRIPTION:

Hold Public Hearing to take comment on proposed text amendments to 4.8 Fences and Walls

ANALYSIS:

RECOMMENDATION

Attachments

4.8 Staff Brief

4.8 Ord PH



Town of Chino Valley
 Development Services Department
 1982 N. Voss Drive #203
 Chino Valley, AZ 86323
 928-636-4427
 www.chinoaz.net

Planning and Zoning Commission Staff Brief

Date: October 15, 2013

- ☐ Discussion Only X Discuss and Possible Action: *Conduct Public Hearing*
- ☐ No Action ☐ Postpone to Time Certain: _____

Attachments: Revised Text 4.8 Fences and Walls

During the August 20, 2013 Work/Study Session of the Planning and Zoning Commission (P & Z), Staff and Commissioners discussed revisions to Section 4.8 of the Uniform Development Ordinance (UDO) that set forth standards for fences and walls. The Commission voted unanimously to initiate a Public Hearing on October 15, 2013 during the regularly scheduled P & Z meeting for the purposes of taking public comment on the text amendments referenced above.

Staff has attached the revised language presented at the September 17th meeting for consideration at the Public Hearing.

Paragraph A of the existing UDO limits heights in all zoning classification to 6 feet in height, but allows for the height standard to be exceeded with a Conditional Use Permit (CUP). The use of a CUP in this context clearly circumvents the duties and responsibilities of the Board of Adjustments as set forth in ARS 9-462.06 (G) (2) et. seq.

Staff recommends a maximum fence height of six (6) feet in residential districts, except in required front yards, where the maximum fence height shall not exceed five (5) feet. Further, in no case shall any fence interfere with visibility for traffic safety. For commercial and industrial zoning classifications, the fence height shall not exceed eight (8) feet in height.

Any request to exceed the maximum fence height would require a public hearing before the Board of Adjustments, in compliance with the public hearing requirements set forth in ARS9-462.04

Paragraph B of this portion of the UDO currently permits issuance of a CUP to allow use of materials other than those set forth in the first sentence (wood, woven wire, masonry, iron, or steel) or for fences that are “other than conventional design”. As with the language in Paragraph A, the use of a CUP in this context is in circumvention of the duties and responsibilities of the Board of Adjustments set forth in ARS 9-462.06 (G)(2)et. seq.

Staff recommends striking the second sentence in its entirety.

Paragraph E states that no fee shall be charged for CUP's concerning fences. As previously discussed, the CUP cannot be used to circumvent state statute. The recommended text amendments in Paragraph A and B eliminate the need for a reference to a CUP for fences.

Staff recommends striking Paragraph E in its entirety.

Paragraph E replacement language

Staff also recommends that language be included that would subject non-conforming fences to the regulations set forth in Section 4.2: Non-Conforming Uses and Structures.

The suggested language is as follows:

E. Any fence not in conformance with this ordinance as of the date of amendment shall be considered a non-conforming fence and shall be subject to the regulations set forth in Section 4.2 Non-Conforming Uses and Structures. The burden of proof shall be on the property owner.

RECOMMENDATION: Because the current text of Section 4.8 of the Unified Development Ordinance currently contradicts state law, the conflicting language must be brought into compliance. Secondly, staff recommends increasing the maximum fence height by right from six feet (6') in height to eight feet (8') in all commercial and industrial zoning classifications, which will lessen the administrative burden imposed by a six foot (6') maximum fence height on businesses in the community as they will not be required to apply for a variance to the height through the Board of Adjustments process. Finally, by substituting the proposed language in Paragraph E, replacement of non-conforming fences will be required to be in conformance with current codes. Therefore, staff recommends forwarding the revised text to Town Council with a recommendation of approval.

ACTION: Chair shall open the Public Hearing. After input is received from citizens, the Chair shall close the Public Hearing. Motion to forward the proposed text amendments to the Town Council with a recommendation of approval.

VOTE.

DRAFT

MINUTES OF THE REGULAR PLANNING AND ZONING MEETING OF THE TOWN OF CHINO VALLEY

**TUESDAY, October 15, 2013
6:00 P.M.**

The Planning and Zoning Commission of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 15, 2013.

Present: Gwen Rowitsch, Chair; Garland Miner, Vice-Chair; Robert McCaullay, Commissioner; Michael Edmonds, Commissioner; Florence Sloan, Commissioner; Chuck Merritt, Commissioner

Attendees: Planner Ruth Mayday

Town Clerk Assistant Liz Hart (Recorder)

1) CALL TO ORDER

Commissioner Gwen Rowitsch called the meeting to order at 6:01 p.m.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) MINUTES

A) August 20, 2013 and September 17, 2013

MOVED by Commissioner Chuck Merritt, seconded by Commissioner Robert McCaullay to approve the August 20, 2013 minutes.

Vote: 5 - 0 PASSED

MOVED by Vice-Chair Garland Miner, seconded by Commissioner Chuck Merritt to approve the September 17, 2013 minutes.

Vote: 6 - 0 PASSED - Unanimously

5) STAFF REPORTS

6) PUBLIC HEARING

A) Text Amendments to 4.21 Signs, Political

Planner Ruth Mayday requested the Commission to open a public hearing to consider public comment on the proposed changing the text in 4.2.17c to bring into compliance with ARS.

No questions from the Commissioners.

No public hearing comments.

Closed.

MOVED by Commissioner Chuck Merritt, seconded by Commissioner Florence Sloan to accept a revised text ordinance wordage 4.21 as presented by the Town staff.

Vote: 6 - 0 PASSED - Unanimously

B) Hold Public Hearing to take comment on proposed text amendments to 4.8 Fences and Walls

Planner Ruth Mayday advised the amendment is regarding fence and wall heights in the Town. Maximum fence height in a residential district to be six (6) feet except in front yards, which will be five (5) feet and the maximum fence height will be raised to eight (8) feet in a commercial district.

Commissioner Chuck Merritt proposed to avoid conflict with the building department a change in section 4.8 section "D" on swimming pools "and the most recently adopted International Residential Code (IRC)) that include regulation for pools, spas, etc. " to "the most recently adopted building code of the Town".

No public hearing comments.

Closed.

MOVED by Commissioner Robert McCaullay, seconded by Commissioner Florence Sloan to forward the proposed text amendments to the Town Council with a recommendation of approval as amended.

Vote: 6 - 0 PASSED - Unanimously

C) The Planning & Zoning Commission reviewed text amendments to UDO Section 5.5 Subdivision Requirements; Modifications, Appeals, and Enforcement during its work/study session on August 20, 2012.

Planner Ruth Mayday advised the text amendment is to clarify some language in the subdivision ordinance regarding who can make amendments to approve plats and to strikes a section that refers appeals to the Town Manager, which is in conflict with the State law.

Commissioner Robert McCaullay asked about requests for splitting acreage by going to the Town's planning department vs. the County's tax department. Planner Ruth Mayday reported that issue will need addressing in the future.

Planner Ruth Mayday advised the changes for appeals the Unified Development Ordinance (UDO) allowing appeal of decision to the Town Manager, the correct venue is the Board of Adjustment and then Superior Court.

No public hearing comments.
Closed.

MOVED by Vice-Chair Garland Miner, seconded by Commissioner Michael Edmonds to recommend to Council to approve the modifications in the appeals enforcement language UDO section 5.5.

Vote: 6 - 0 PASSED - Unanimously

7) DISCUSSION ITEMS

8) PUBLIC COMMENTS

9) ADJOURN

MOVED by Commissioner Robert McCaullay, seconded by Vice-Chair Garland Miner to adjourn the meeting at 6:10 p.m.

Vote: 6 - 0 PASSED - Unanimously

Chair Gwen Rowitsch

Date

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 11/12/2013
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 13-778, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.21: Sign Regulations, Subsection 4.21.7: Temporary Signs, related to permitting political signs in Town rights-of-way.

RECOMMENDED ACTION:

Approve Ordinance No. 13-778, amending the Unified Development Ordinance, Subsection 4.21, related to permitting political signs in Town rights-of-way.

SITUATION AND ANALYSIS:

Currently, Section 4.21.7 Temporary Signs, Subsection (C) Political Signs is not in compliance with recently enacted changes by the Arizona Legislature. The proposed amendments would bring this section of the UDO into full compliance with ARS §16-1019.

Because the UDO is not currently in compliance with Arizona Revised Statutes, Staff recommends accepting the changes to the Unified Development Ordinance as set forth in the attached Ordinance.

During the August 20, 2013 Work/Study Session of the Planning and Zoning Commission (P&Z), Staff and Commissioners discussed revisions to Section 4.21.7 Temporary Signs, Subsection (C) Political Signs that would bring this portion of the UDO into compliance with recently enacted changes by the Arizona Legislature. The Commission discussed the proposed amendments again at the September 17, 2013 meeting, at which they voted unanimously to initiate a Public Hearing for October 15, 2013 to take public comment on the text changes and make a recommendation to Town

Council. The public hearing was noticed in compliance with ARS 9-462.04 and held on October 15, 2013. There were no comments or objections by the public or the Commissioners. The Commission then voted unanimously to forward the proposed text amendments to the Town Council with a recommendation for approval.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 13-778, UDO amendment, political signs

P&Z Packet

P&Z Minutes

ORDINANCE NO. 13-778

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA, CHAPTER 4: GENERAL REGULATIONS, SECTION 4.21 SIGN REGULATIONS, BY AMENDING SUBSECTION 4.21.7: TEMPORARY SIGNS, RELATED TO PERMITTING POLITICAL SIGNS IN TOWN RIGHTS-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES

WHEREAS, the Town of Chino Valley regulations of political signs are in conflict with the provisions of ARS § 16-1019; and

WHEREAS, the Chino Valley Town Council desires to resolve the conflict with State law,

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

Section 1. In General.

The Town Chino Valley, Arizona, Unified Development Ordinance, Chapter 4 General Regulations, Section 4.21 Sign Regulations, Subsection 4.21.7 Temporary Signs is hereby amended to read as follows (additions shown in ALL CAPS; deletions shown in ~~strikeout~~):

4.21.7 Temporary Signs

* * *

C. Political signs:

1. ~~Signs pertaining to an election~~ POLITICAL SIGNS shall not be displayed earlier than sixty (60) days prior to an election and shall be removed within ~~ten (10)~~ FIFTEEN (15) days after the specific election to which they refer. The Town may impose a bond requirement for political signSage to help insure the prompt removal of all political signaGeS as required by this Ordinance.

2. POLITICAL Signs shall not be placed in any portion of the public right-of-way, EXCEPT DURING THAT PERIOD OF TIME COMMENCING SIXTY DAYS BEFORE A PRIMARY ELECTION AND ENDING FIFTEEN DAYS AFTER THE GENERAL ELECTION. A SIGN FOR

A CANDIDATE IN A PRIMARY ELECTION WHO DOES NOT ADVANCE TO THE GENERAL ELECTION, SHALL BE REMOVED FROM TOWN RIGHT-OF-WAY FIFTEEN DAYS AFTER THE PRIMARY ELECTION.

3. Prior to installation OF A POLITICAL SIGN, approval shall be obtained from the owner of the property on which ~~political~~THE signs will be placed.

* * *

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 section shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Unified Development Ordinance of the Town of Chino Valley, Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this ____ day of _____, 2013 by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2013.

Chris Marley, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE ____ DAY OF _____, 2013, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2013.

Jami Lewis, Town Clerk

P&Z Planning Commission Regular

Meeting Date: 10/15/2013

CASE DESCRIPTION:

Text Amendments to 4.21 Signs, Political

ANALYSIS:

RECOMMENDATION

Attachments

4.21 Staff Brief

4.21 Ord PH



Town of Chino Valley
 Development Services Department
 1982 N. Voss Drive #203
 Chino Valley, AZ 86323
 928-636-4427
 www.chinoaz.net

Planning and Zoning Commission Staff Brief

Date: October 15, 2013

- ☐ Discussion Only X Discuss and Possible Action: *Public Hearings*
- ☐ No Action ☐ Postpone to Time Certain: _____

Attachments: Revised Text 4.21 Political Signage

During the August 20, 2013 Work/Study Session of the Planning and Zoning Commission (P & Z), Staff and Commissioners discussed revisions to Section 5.5 of the Uniform Development Ordinance (UDO) that set forth standards for modification of subdivision plats and enforcement mechanisms for violations of said regulations.

Staff has attached the revised language presented at that meeting for final review and suggests consideration of initiating public hearings for the purposes of taking public comment on the text amendments. In order to meet statutory publication requirements, Staff further suggests that the public hearing be held on October 15, 2013 during the regularly scheduled P & Z meeting.

ACTION : Commission may make a motion to initiate a Public Hearings to take public comment on proposed text amendments to Section 5.5 of the Unified Development Ordinance; make a motion not to initiate a Public Hearing ; refer item back to staff for further review

DRAFT

MINUTES OF THE REGULAR PLANNING AND ZONING MEETING OF THE TOWN OF CHINO VALLEY

**TUESDAY, October 15, 2013
6:00 P.M.**

The Planning and Zoning Commission of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 15, 2013.

Present: Gwen Rowitsch, Chair; Garland Miner, Vice-Chair; Robert McCaullay, Commissioner; Michael Edmonds, Commissioner; Florence Sloan, Commissioner; Chuck Merritt, Commissioner

Attendees: Planner Ruth Mayday

Town Clerk Assistant Liz Hart (Recorder)

1) CALL TO ORDER

Commissioner Gwen Rowitsch called the meeting to order at 6:01 p.m.

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) MINUTES

A) August 20, 2013 and September 17, 2013

MOVED by Commissioner Chuck Merritt, seconded by Commissioner Robert McCaullay to approve the August 20, 2013 minutes.

Vote: 5 - 0 PASSED

MOVED by Vice-Chair Garland Miner, seconded by Commissioner Chuck Merritt to approve the September 17, 2013 minutes.

Vote: 6 - 0 PASSED - Unanimously

5) STAFF REPORTS

6) PUBLIC HEARING

A) Text Amendments to 4.21 Signs, Political

Planner Ruth Mayday requested the Commission to open a public hearing to consider public comment on the proposed changing the text in 4.2.17c to bring into compliance with ARS.

No questions from the Commissioners.

No public hearing comments.

Closed.

MOVED by Commissioner Chuck Merritt, seconded by Commissioner Florence Sloan to accept a revised text ordinance wordage 4.21 as presented by the Town staff.

Vote: 6 - 0 PASSED - Unanimously

B) Hold Public Hearing to take comment on proposed text amendments to 4.8 Fences and Walls

Planner Ruth Mayday advised the amendment is regarding fence and wall heights in the Town. Maximum fence height in a residential district to be six (6) feet except in front yards, which will be five (5) feet and the maximum fence height will be raised to eight (8) feet in a commercial district.

Commissioner Chuck Merritt proposed to avoid conflict with the building department a change in section 4.8 section "D" on swimming pools "and the most recently adopted International Residential Code (IRC)) that include regulation for pools, spas, etc. " to "the most recently adopted building code of the Town".

No public hearing comments.

Closed.

MOVED by Commissioner Robert McCaullay, seconded by Commissioner Florence Sloan to forward the proposed text amendments to the Town Council with a recommendation of approval as amended.

Vote: 6 - 0 PASSED - Unanimously

C) The Planning & Zoning Commission reviewed text amendments to UDO Section 5.5 Subdivision Requirements; Modifications, Appeals, and Enforcement during its work/study session on August 20, 2012.

Planner Ruth Mayday advised the text amendment is to clarify some language in the subdivision ordinance regarding who can make amendments to approve plats and to strikes a section that refers appeals to the Town Manager, which is in conflict with the State law.

Commissioner Robert McCaullay asked about requests for splitting acreage by going to the Town's planning department vs. the County's tax department. Planner Ruth Mayday reported that issue will need addressing in the future.

Planner Ruth Mayday advised the changes for appeals the Unified Development Ordinance (UDO) allowing appeal of decision to the Town Manager, the correct venue is the Board of Adjustment and then Superior Court.

No public hearing comments.
Closed.

MOVED by Vice-Chair Garland Miner, seconded by Commissioner Michael Edmonds to recommend to Council to approve the modifications in the appeals enforcement language UDO section 5.5.

Vote: 6 - 0 PASSED - Unanimously

7) DISCUSSION ITEMS

8) PUBLIC COMMENTS

9) ADJOURN

MOVED by Commissioner Robert McCaullay, seconded by Vice-Chair Garland Miner to adjourn the meeting at 6:10 p.m.

Vote: 6 - 0 PASSED - Unanimously

Chair Gwen Rowitsch

Date



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. d.

Meeting Date: 11/12/2013
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 proposal from Xpress Bill Pay to allow Town of Chino Valley Customers to make online payments; and approve Caselle Clarity Software & Services Proposal in the amount of \$5,000, to integrate the Xpress Bill Pay system with the Town's accounting system.

RECOMMENDED ACTION:

Approve proposal from Xpress Bill Pay and approve Caselle Clarity Software & Services Proposal in the amount of \$5,000, to integrate the Xpress Bill Pay system with the Town's accounting system.

SITUATION AND ANALYSIS:

The Town of Chino Valley desires to offer its customers the ability to make payments online. The ability to accept payments online will provide an enhanced level of customer service and reduce the amount the Town spends to process payments each month. The Town solicited proposals to provide electronic bill pay services that integrate with the Town's accounting system.

Xpress Bill Pay and Payments Service Network, Inc. each provided proposals. Staff reviewed detailed demonstrations from both companies.

Each company charges small monthly base fees for their service and earns the majority of their fees based on the number of transactions processed every month.

Depending on the usage the Town is projected to save between \$2,500 and \$5,000 per year.

Caselle Software charges a one time fee of \$5,000 to integrate with Xpress Bill Pay.

On October 29, 2013 the Finance Committee attended a demonstration provided by Xpress Bill Pay, then reviewed the details of each proposal received. The Finance Committee made a recommendation to Council to select Xpress Bill Pay to provide the electronic payment processing services.

The Town Attorney has reviewed and approved the Xpress Bill Pay contracts.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: Various

Available: \$5,000

Funding Source:

The Caselle Software portion will be split between Water 04-82-5247 and Sewer 06-83-5247.

Attachments

Quotes and Proposals

10-29-13 Finance Subcommittee draft minutes

Town of Chino Valley		
Electronic Bill Pay Proposals		
	Xpress Bill Pay	Payment Service Network
Major Features	Caselle's only Authorized, Preferred & Fully Integrated Electronic Payment Provider	
	Online Bill Presentation	
	Email Notifications	
	Easy Bank Reconciliation	
	Continuous development with Caselle	
Number of Registered Users	466,000	2+ million registered users
Number of Caselle Customers provider currently interfaces with	189	125
Payments Types that can be processed	Can process any/all payment types & integrate with Caselle	
Utilities Payment	Yes	Yes
Business License	Yes	Yes
Accounts Receivable	Yes	Yes
Can customers elect to have paperless billing?	Yes	Yes
Will Caselle be updated when customers elect paperless billing?	Yes	Yes
Can Customers Pay 24/7? Operated Assisted	Yes	Yes
24/7 Technical Support	No, phone support M-F & email support every day.	No, PSN operator 6-6 weekdays, 7-4 weekends
Is Support in English and Spanish	Primary support in English. Limited support in Spanish	Yes
Can customers pay online?	Yes	Yes
Can customers pay with smart phones and tablets	Yes	Yes
Can customers pay in person?	Yes	Yes
Can customer pay over the phone?	Yes, both at Xpress Pay and Town	Yes, \$1 IVR, \$1.75 per transaction regardless of length.
Are customers alerted when bills are due?	Yes	Yes
Can customers pay multiple bills in one transaction?	Yes	Yes
How many years history can customers see	2 years of billing history and 1 year of transaction history	2 years bills, life of payments
Customer Payment Options;		
Credit Card	Yes	Yes
Debit Card	Yes	Yes
Checking Account	Yes	Yes
Savings Account	Yes	Yes
Interface with Rec One?	Yes	No
Auto Pay	Yes	Yes
Notification to Customers if Credit Card is account to expire?	90, 60, and 30 days in advance	Yes
Can customers set up a secondary payment option?	Yes	Yes
Does the Town have real time access to customer activity	Yes	Yes
Are Daily Transaction Reports broken down daily by payment type?	Yes	Yes
Does the system transfer EFT payments to the Automated Clearing House	Yes	Yes
Can Town Customize the Web Interface?	No	Yes \$200 One Time Fee
Is Town required to use vendors merchant services	No	No

Town of Chino Valley		
Electronic Bill Pay Proposals		
	Xpress Bill Pay	Payment Service Network
Will system interface with bank bill pay providers	Yes	Yes
Can Town send attachments with electronic bills	Attachments are sent separate from the bill, but at no charge	Yes, easy PDF uploads
Costs		
Initial Setup Configurations	Quote From Caselle	No
Service Implementation Fee	None	\$199 One Time Fee
Support, Maintenance, Hosting (\$0.015 per billing statement hosted)	\$ 50.00 minimum monthly	\$49.95 monthly
Security Compliance Fee	None	\$ 89.00 per year
Monthly Statement Fee	\$ 19.00	None
Gateway Fees:		
Credit Card Processing per transaction	\$ 0.30	\$ 0.30
EFT Online payments per transaction	\$ 0.40	\$ 0.40
IVR Automated Phone	\$1.95 per transaction	\$1.00 per transaction
Live PSN Representative Phone	\$1.95 per transaction	\$1.75 per transaction
Converting bank-issued checks to ePayments	\$0.20 per transaction	\$0.20 per transaction
EFT Returned Item		
Invalid Account Number	\$ 5.00	None
NSF of Closed Account	\$ 10.00	\$ 9.95
Customer Stop Payment	\$ 25.00	None
Credit Card Disputes		\$ 15.00
SBP Deposit Account Withdrawals	6 free per month the \$3.25 each	PSN Deposits Daily at no charge
Training	On-site training - reimburse travel costs.	PSN provides up to 6 raining modules.
Credit Card Swipes if needed	\$75.00 per Unit. Town can purchase own equipment.	\$360 per unit

Town of Chino Valley
Electronic Bill Pay Cost Comparison

	Current	25% of Customers Pay Online	50% of Customers Pay Online
Number of Customers Billed Each Month	1,870	1,403	935
Postage @ \$.44 per bill	\$ 823	\$ 617	\$ 411
Envelopes/Paper/Printing @ \$.15 per bill	\$ 281	\$ 210	\$ 140
Total Cost	<u>\$ 1,103</u>	<u>\$ 827</u>	<u>\$ 552</u>
Towns Monthly Savings	\$	276	\$ 552
Estimated Merchant Fees Savings per Month \$250.00	\$	250	\$ 250
Total Monthly Savings		<u>\$ 526</u>	<u>\$ 802</u>
Xpress Bill Pay Fees			
Monthly Maintenance/Hosting Fee	\$	50	
Monthly Statement Fee	\$	19	
Cost Per Transaction @ estimated average \$.35	\$	163	\$ 327
Other Monthly Fees estimate	\$	100	\$ 100
Total Monthly Express Bill Pay		<u>\$ 332</u>	<u>\$ 427</u>
Estimated Monthly Savings after Fees	\$	193	\$ 374
Total Annual Savings		<u>\$ 2,321</u>	<u>\$ 4,493</u>

Total Savings does not include labor savings in preparing monthly bills or receipting in payments.



Payment Service Network, Inc.

SERVICE & COST PROPOSAL FOR CHINO VALLEY, AZ

Submitted on: October 8, 2013
Submitted by: *Ruth Ponder*
National Sales Representative
608.442.5058 DIRECT
rponder@PaymentServiceNetwork.com

Payment Service Network, Inc. (PSN) provides a wide range of eServices for payment processing, billing and customer communication. After discussing your needs, I have prepared the following proposal of services. After reviewing the information, please let me know if there is any additional information you require. The staff at PSN looks forward to providing you and your customers with personalized service.

SERVICES A LA CARTE

You are able to select whichever services are best for you and your customers. For PSN, it is simply a "flick of the switch" to activate services. We give you choices as to which payment methods you want to offer customers, which payment channels you will open to them and who pays what fees. This proposal quotes costs for the services that are checked below. If you would like quotes on any additional services, please let me know.

- ✓ Online and mobile (smart phones and tablets) payments
- ✓ Automated and/or operator-assisted payments
- ✓ Bank Bill Pay eSolution
 - Auto-Post Check Scanning (Check 21)
- ✓ Virtual Payment Portal (scannerless & swipeless processing)
 - Customized mobile app
- ✓ Customized website
- ✓ Outbound Auto-Call messaging
- ✓ eBills (online billing)
- ✓ Data Sharing (either hands-free or One-Touch integration)
- ✓ Integrated Credit Card Swipe



Simplifying Your Business Day

PSN SERVICES AND FEES FOR CHINO VALLEY, AZ

Service Implementation Fee.....\$199.00 (*One-time fee*)

The implementation fee includes implementation team; web service setup; standard mobile app setup; automated phone service setup; other solution setup (i.e. Bank Bill Pay eSolution, Auto-Call); marketing templates creation; submission of merchant account application(s); links for your website.

Custom Web Design (Optional).....\$200.00 (*One-time fee*)

PSN will customize the payment pages for your customers to include a banner provided by you.

System & Account Management Fee (with eBill for Utility).....\$49.95 (*Monthly fee*)

To cover ongoing account maintenance, system upgrades and fees charged to PSN by financial institutions and partners, a monthly gateway fee is required. If you are participating in eBills (online billing), the fee also covers the creation, posting, 24-month archiving and maintenance of your bills on the PSN system. Utility Customers may opt out of paper statements, saving money on postage and printing.

Security Compliance Fee.....\$89.00 (*Annual fee*)

To cover costs associated with maintaining our Level 1 PCI security certification, PSN charges an annual fee—due around December 1.

PSN FEES PAID BY CHINO VALLEY, AZ:

PSN Transaction Fees

Online/mobile eCheck40¢ per transaction

Online/Mobile Credit or Debit Card.....30¢ per transaction*

IVR Automated Phone\$1.00 per transaction*

Live PSN Representative Phone\$1.75 per transaction*

Converting bank-issued checks to ePayments (Bank Bill Pay).....20¢ per transaction*

*Plus Credit Card and Merchant Fees will be billed to the City. When you pay the credit card fees for your customers, PSN is able to qualify your city for special “utility” rates as shown below. There are three fees charged for the merchant account: Interchange, Discount Rate and Authorization Fee. The sum of all three will be the fee charged to you. Non-Utility Payments are charged regular government Interchange Rates, however, Discount Rate and Authorization Fee are the same for non-Utility payments.

1. As a utility company, PSN can qualify you for the Utility Rate Program offered by VISA, MasterCard and Discover, if you agree to pay all transaction fees associated with the payment and you agree to allow payers to set up Auto-Pay (recurring payments). Utility interchange rates range from \$0.45 to \$1.50. Most transactions will settle at \$0.75. Some business or corporate cards do not qualify for the Utility Rate Program and are charged regular government Interchange rates.
2. Discount rate (a term used by merchant providers) is an added cost. It is a percent of the transaction. For example: \$100 payment x 0.4% discount fee = 40¢
3. Authorization fee is a \$0.10 flat fee per transaction.

Credit Card Disputes: There is a fee of \$15 for credit card disputes payable by Chino Valley, AZ

Returned Check Fee: There is a \$35 fee for NSF checks payable by your customer. You may also choose to have PSN charge the City \$9.95 per NSF and City charges NSF to customer.

ADDITIONAL SERVICES PRICING

PSN provides many services in addition to the ones I quoted to help you reduce costs. Following are some of those services and the associated cost. If you need additional pricing on other services, please let me know.

- *Auto-Calling service for 15¢ per minute for answered calls only. Each completed call is charged a minimum of two minutes or \$0.30. Each additional minute is \$0.15.*
- *Integrated Credit Card Swipe Terminal- Verifone vx570 DC New: \$360.00 each
PSN will order the swipe terminal and program it so the swiped credit card payments are posted through the PSN payment engine. Each swipe terminal can be programmed for up to four separate payment types, i.e. Utility, Court, Tax, Misc. PSN and Credit Card Transaction fees apply.*



Page:	1 of 3
Quotation #:	
2013082701JS	

Town of Chino Valley

Joe Duffy

202 N. State Route 89, Chino Valley, AZ 86323

Prepared By: Jared Swinford

Date: August 27, 2013

Recurring Monthly Fees

<u>Qty</u>	<u>Description</u>	<u>Rate</u>
1	Gateway Services Processing Fees	
	Credit/Debit Card (per transaction)*	\$0.30
	EFT or eCheck Payment (per transaction)	\$0.40
	Online Banking Consolidation (per transaction)	\$0.20
	<i>*Merchant service fees from the card companies will be billed directly from the respective provider.</i>	
	EFT Returned Items (if applicable):	
	Invalid account or unable to locate account (per return)	\$5.00
	NSF, Account closed, or Account frozen (per return)	\$10.00
	Customer stop payment (per return)	\$25.00
1	Support, Maintenance and Hosting Fee	\$50.00
	Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
1	Monthly Statement Fee	\$19.00
TOTAL:		Based upon activity



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Quotation #: 2013082701JS	

Setup Charges

Qty Description

Price

1 Initial Setup, Configuration, and Development*

Price includes: Online Payment, Auto Pay, and Card Swipe Modules.

You will have the ability to accept the following payments:

credit/debit cards, electronic funds transfers (EFTs), and bank bill pays.

**Included in
Caselle quote**

1 On-site Training

Price includes: one 8 hour day of training.

NOTE: You shall reimburse roundtrip airfare and book hotel.

Typically only one 8 hour day of training is necessary.

**Included in
Caselle quote
+ airfare/hotel**

TOTAL: Included in Caselle quote except for
airfare/hotel.



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Quotation #: 2013082701JS	

Additional Services Available

Check Conversion (per transaction)
Lock Box (per transaction)
Interactive Voice Response (IVR) Payment
800 Operator Assisted Payment
Online Utility Service Signup Module
Online Business License Payment Module
Online Citation Payment Module
Online Registrations
Online Recreation - XpressRec.com

Additional Equipment Available

Credit Card Swipe Terminals (per unit) \$75.00
Receipt Printers
Check Conversion Scanners

**If you are interested in any of our additional services or equipment, please contact us for pricing.*

Caselle chooses Xpress Bill Pay as its Authorized and Preferred online payment provider

PROVO, UT -- Caselle® named Xpress Bill Pay® as its authorized and preferred provider for Internet and Electronic payment systems on February 26, 2010.

"Our business is helping local governments and special service districts increase productivity and efficiency through our integrated accounting software solutions," says Alan Hutchings, President of Caselle.

Caselle serves local governments, municipalities, counties, and special service districts in 30 states. "More than 1,200 customers have already implemented our software solutions. Now with Xpress Bill Pay by our side, we can give our current and future customers even more services by facilitating integrated electronic payment solutions."

Xpress Bill Pay provides an innovative Internet and Electronic payment system to government and utility organizations.

The system provides Online Customer Payments, Xpress Auto Pay, Electronic Check Conversion, toll free IVR or Live Operator assisted payments, and electronic delivery of all Online Banking Payments. It includes an easy to use interface that allows Caselle customers to receipt electronic payments directly into Caselle's cash receipting application.

"Our user-friendly system is fully integrated with Caselle's Utility Billing software. The partnership with Caselle provides a unique opportunity to add functionality and integration for all Caselle modules." says Keith L. Jenkins, President of Xpress Bill Pay.

Since 2003, Caselle and Xpress Bill Pay have jointly provided these services to customers.

"Over the years, Xpress Bill Pay has adapted their system to fully integrate with Caselle's system. With

this new agreement, both companies will continue to offer easy-to-use integration, superior reporting and state-of-the-art technology designed to help lessen internal workloads for government entities," says Jenkins.

As the Authorized Preferred Online Payment Provider, Xpress Bill Pay users will benefit from all planned software enhancements and upgrades. Later this year, Caselle will release new features that will include a redesigned interface offering a one-step process for receipting transactions for any Caselle module.

"Payment verification will occur automatically for all electronic and online payments, providing tighter integrations between all Caselle and Xpress Bill Pay," says Hutchings.

Caselle customers who use other online providers may still continue to use those services. However, because of the technology upgrades between Caselle and Xpress Bill Pay, all Caselle customers should consider using Xpress Bill Pay as their Internet and Electronic payment provider.

"We encourage all of our customers to make the switch now. Those who are currently not using Xpress Bill Pay for on-line payments should take advantage of these improvements and watch their productivity and efficiency increase," says Hutchings.

> For more information about Caselle, contact Scott Cook at (800) 228-9851, extension 5031 or sales@caselle.com. Or visit www.caselle.com

> For more information about Xpress Bill Pay, contact Jared Swinford at (800) 768-7295, extension 919 or jswinford@xpressbillpay.com. Or visit www.xpressbillpay.com.

For more information contact:

CASELLE®

Scott Cook
1656 South East Bay Blvd., #100
Provo, UT 84606
(800) 228-9851, extension 5031
www.caselle.com

Xpress Bill Pay™
Innovative Internet Payment Systems

Jared Swinford
387 South 520 West, Suite 110
Lindon, UT 84042
(800) 768-7295, extension 919
www.xpressbillpay.com

Xpress Bill Pay Privacy Policy

If you have questions or concerns regarding this Policy, you should first contact XpressBillPay.com

XpressBillPay.com™ LLC has the following Privacy Policy with respect to information gathered on Web pages hosted by XpressBillPay.com™ LLC. Such information is received by both XpressBillPay.com™ LLC and the owner of the Web site through which you may have requested XpressBillPay.com services (the "Client"). You should contact the Client to determine the privacy policy, if any, that applies to the Client's collection and use of such information. However, in no event shall XpressBillPay.com be liable for the Client's use or disclosure of such information.

The terms "we" and "us" refer to XpressBillPay.com.

The Information We Collect

This notice applies to all information collected on the XpressBillPay.com Web site or submitted to XpressBillPay.com at any time through any Service Pages.

Personally Identifiable Information—When visiting XpressBillPay.com's or any Client's Web site and signing up for or using XpressBillPay.com services through any Service Page, you may choose to supply XpressBillPay.com with information that identifies you personally. For End-Users, this information may include your name and contact information, gender, birth date, occupation and industry, shipping and billing information, credit card numbers and other payment information, behavior patterns, purchase history, and other information. For Clients, this information may include the Client's name and contact information, the Client's Web site information (name, URL, visitors per day, page views per month, description, categorization), payment information (check payee, SSN/Tax ID, bank information), and user comments.

Aggregate Information—We collect non-identifying and aggregate information to better design our Web site and services, and share the aggregate data with advertisers and other third parties.

Each XpressBillPay.com Client has access to information specific only to that Client's customers. Each Client will determine what it will do with the collected information; however, each Client has individually agreed to abide by this Privacy Policy and the XpressBillPay.com Terms & Conditions.

Notice is hereby given that a Client such as a city may ask you to provide information that could be classified as a private or controlled record. The city is requesting this information in order to assist in processing your payment. Failure or refusal to provide this information may result in the city's inability to process your payment. The city may share the information provided by you with other governmental entities. If you have any concerns about disclosing any information to the city, please discuss your concerns with a city official prior to disclosing such information.

Collection of Personal Information from Children under Thirteen

XpressBillPay.com does not allow children known to be under the age of thirteen (13) to register for our services. We may momentarily capture personally identifiable information for purposes of determining whether a user is over the age of thirteen (13) and thus qualifies to use our services. Where the user is under the age of thirteen (13), such information is automatically deleted.

The Way We Use Information

We use the information you provide about yourself or others to complete the transaction for which the information is intended. Such transactions may include: administering a service, such as email, search, community, advertising sales, ecommerce; completing an order; shipping a product; replying to support requests; or contacting you if you have granted us permission to do so. Except as provided in this Privacy Policy and the Terms & Conditions, we do not share this information with outside parties without your permission except to the extent that is necessary to administer the services we offer our Clients and End-Users or to comply in responding to subpoenas, court orders or other legal proceedings.

From time to time, we also use the information you provide about yourself or others to inform you of additions or improvements to the XpressBillPay.com services as well as conduct member surveys in order to improve our services. These communications will only be sent to the administrative account.

We may also use personally identifiable End-User information to provide targeted content and commerce opportunities to End-Users based on their demographic and behavioral information.

Finally, we never use or share the personally identifiable information provided to us online in ways or for reasons unrelated to the ones described above without also providing an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and managerial procedures reasonably designed to safeguard and secure the information we collect online.

We use SSL (Secure Socket Layer) encryption to secure personal identification. In addition, personnel who have access to our database are trained to maintain and secure all information.

How You Can Access or Update Your Information

Clients can access their personally identifiable information that XpressBillPay.com collects online and maintains by logging in to their password-protected (SSL encrypted) account at <http://www.XpressBillPay.com> and selecting "Organization Config." End-Users can access their information by logging in to their password-protected End-User account and selecting to update their "Contact Information." End-Users and Clients can also correct factual errors in their personally identifiable information by sending us a written request that credibly documents and explains the error.

If you have submitted information on our site but do not currently have an account with us, you can access and correct the information that we collect and maintain by contacting us and requesting such information or correction.

To protect your privacy and security, we will take reasonable steps to verify your identity before granting access or making corrections to your information.

How to Contact Us

Should you have other questions or concerns about this privacy policy, please contact us online or via postal mail: 387 S. 520 W. Suite 110 Lindon, UT 84042.

Email, Search, and Community Specific Terms and Conditions

XpressBillPay.com considers email transmitted via our service to be private correspondence between the sender and recipient. Therefore, we will not monitor, edit or disclose the contents of your private communications, except for reasons provided for in the End-User Agreement.



Caselle® Clarity Software & Services Proposal

for

Town of Chino Valley, AZ

September 3, 2013

(Valid for 90 days)

From:

Alan Paul, Territory Manager
akp@caselle.com



Proven Software Solutions for Local Government

www.caselle.com Toll Free (800) 228-9851 Fax (801) 850-5001 1656 S. East Bay Blvd., Ste. 100 / Provo, UT / 84606

Caselle® Clarity Software & Services Proposal
Town of Chino Valley, AZ
September 3, 2013

Proposal Summary

Total Software License	\$4,500
Total Training	500
Total Investment	\$5,000

Contract Maintenance & Support will increase by \$70 per month.

Proposal Detail

Caselle® Clarity Application Software	License Fees	Training	Total
Online/Electronic Payments	\$4,500	\$500	\$5,000
Grand Total	\$4,500	\$500	\$5,000

Note: The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

PRIVILEGED
COUNSEL - CLIENTCURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.

M E M O R A N D U M

TO: Joe Duffy, Finance Director, Town of Chino Valley

FROM: Phyllis L. N. Smiley, Curtis, Goodwin, Sullivan, Udall & Schwab, P.L.C.,
Town Attorneys

DATE: October 14, 2013

RE: Xpress Bill Pay Agreement

At your request, we reviewed the proposed contract between Xpress Bill Pay and the Town of Chino Valley. This contract is for gateway and administrative services related to the on-line processing of water, sewer, license renewals, and recreational fees paid to the Town. As you explained to us, Xpress is the portal for the Caselle accounting software that the Town uses.

In general, this Agreement is fine as written. Although it is a form contract, it includes the immigration law assurances required by Arizona law to be in contracts for services for municipalities. The following is a summary of the important terms and provisions of the contract.

The term of the Agreement is 36 months with automatic renewals for 12 month periods upon payment of applicable fees. Fees are set forth in Exhibit A to the Agreement and may be changed at any time as long as Xpress provides the Town with at least 30 days' advance written notice of a change in fees. Payments are to be made electronically by ACH debit entry from the Town's bank account. In addition to an electronic and internet payment system, Xpress will act as a payment gateway and third-party processor for the Town's account holders to make payments to the Town. Xpress will also provide technical support services. Xpress will not provide the Town with any hardware or software unless listed in Exhibit A, which includes an on-line payment module, auto-pay module, and card swipe module, which apparently are included in Caselle's quote.

The Town is required to provide Xpress with relevant billing information for its customers and to keep full and accurate records of utilization of the Xpress services for a period of at least three years. The Town also agrees to comply with Xpress's acceptable use policy, which is provided and attached to the Agreement as Exhibit C. The Agreement may be terminated by either party upon at least 30 days' written notice. Of note, any litigation will take place in the State of Utah, rather than Arizona.

Xpress Bill Pay Agreement
October 14, 2013
Page 2

PRIVILEGED
COUNSEL - CLIENT

We have no legal concerns with the document or its form as written. Please let us know if you have any questions.

PLNS/mjw

Enclosure: Xpress Bill Pay Gateway and Administrative Service Agreement

cc: Robert Smith, Town Manager (without Enclosure)
File 1806-5

Xpress Bill Pay™

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ____ day of _____, 20____, by and between **Xpress Solutions Inc.** ("Xpress") and **Town of Chino Valley, AZ** ("Customer") upon such terms and conditions as are set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

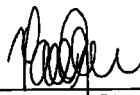
- 1.0 **Initial Term:** The Initial Term of this Agreement shall be thirty six (36) months from the date of this Agreement.
- 2.0 **Renewals:** This Agreement shall be automatically renewable for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 3.0 in any given fiscal year of Customer.
- 3.0 **Fees:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change Fees at any time so long as Customer is provided no less than 30 days advance notice of a change.
- 4.0 **Payment of Fees:** Customer authorizes Xpress to initiate an electronic ACH debit entry from Customer's bank account provided in Exhibit B on or about the 5th of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the debit, or if the debit is rejected for any reason, Xpress will contact customer for resolution which will include resubmission up to 3 times. Customer agrees to pay any returned item fees assessed by Xpress' bank for any such return. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 5.0 **Services Provided:** Xpress will provide Customer with an Electronic and Internet Payment System. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress has developed an application to facilitate the processing and deposit of Lockbox payments sent directly to Xpress on behalf of Customer's account holders (the "End Users"). Xpress has developed an application to receive and repair all data errors from customer initiated online banking payments, and delivers them to Customer in an electronic format. Xpress acts as a Payment Gateway and Third Party Processor for Customer's account holders to make payments. Xpress will provide the EFT and Lockbox services directly using their established banking relationships. Customer authorizes Xpress to endorse checks and other payment items on behalf of Customer for deposit into an Xpress deposit account, and deposit funds as necessary for the clearing of payments received for Customer. Xpress will facilitate the acquisition of the necessary Merchant Service accounts for credit card. Only Merchant Service accounts and electronic funds transfer accounts that are certified by Xpress may be used.
- 6.0 **Support Services and Service Levels:** Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 6:00 am to 5:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress Internet Payment System.

- 7.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have Internet services through an Internet Service Provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 7 or Mozilla Fire Fox 10.0.
- 8.0 Billing Information. Customer warrants that it will provide Xpress with relevant Billing Information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in Billing Information provided to Xpress.
- 9.0 Record Keeping. Customer agrees to keep full and accurate records of its utilization of Xpress services and of the transactions giving rise to Billing Information for at least three (3) years after the date of the relevant transaction. Customer understands that Xpress will be required to participate in certain audits in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress in the performance of such audits, including providing information required in the course of such audits.
- 10.0 Compliance. Customer warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in **Exhibit C**. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Operating Rules of the National Automated Clearing House Association (NACHA).
- 11.0 Termination. This agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 12.0 Litigation/Attorney Fees: The parties agree that any dispute between them requiring litigation—whether or not arising under this Agreement—shall only be commenced and determined within the State of Utah. Each party will be responsible for their own costs incurred for any litigation.
- 13.0 General Provisions. This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.
- 14.0 Indemnification. Xpress agrees to indemnify and hold the Customer, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Xpress of its obligations or work pursuant to this Agreement. Customer agrees to indemnify and hold Xpress, its officers, employees, representatives and agents harmless from any loss, claims, causes of action or demands, including attorneys' fees and costs of defense arising out of negligent or improper performance by Customer of its obligations or work pursuant to this Agreement.
- 15.0 Immigration Laws: Xpress shall comply with all applicable federal and state immigration laws that relate to its employees. A breach of this paragraph shall be deemed a material breach of this agreement that shall entitle Customer to terminate this Agreement. Customer may inspect Xpress' records to ensure compliance.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: _____
(Authorized Signature)

Paul Grincer
(Print or Type Name)

TITLE: Operations Manager

DATE: 08/28/13

Accepted by:

Town of Chino Valley, AZ

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

EXHIBIT A

FEES

1. Initial Setup Configuration and Development (Non-Recurring)	Included in
Online Payment Module	Caselle Quote
Auto Pay Module	
Card Swipe Module	
2. Support, Maintenance, Hosting (Monthly Recurring)	\$50.00
(\$0.015 per billing statement hosted. Minimum \$50.00)	minimum
3. Monthly Statement Fee	\$19.00
(Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)	
4. Gateway Fees:	
Credit Card Processing (per transaction)	\$0.30
EFT Online Payments (per transaction)	\$0.40
EFT Returned Item	
(Invalid Account Number or Unable to Locate Account)	\$ 5.00
(NSF or Closed Account)	\$10.00
(Customer Stop Payment)	\$25.00
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	
Bank Bill Pay (per transaction)	\$0.20
5. Training	Included in
	Caselle Quote
	+ airfare/hotel
6. Credit Card Swipes (if needed)	\$75.00 per unit

EXHIBIT B
CUSTOMER ACCOUNT INFORMATION

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Number: _____

Routing Number: _____

Account Type: _____

Bank Name: _____

EXHIBIT C

ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy (AUP) was created by Xpress Solutions and its subsidiaries (the "Company") to protect its network, including, without limitation, the products and services which the Company offers and the related Internet Data Center Services (as defined in the Master Services Agreement) it provides (collectively, the "Xpress Solutions Network"). The Company reserves the right, in its sole discretion, to interpret and apply this AUP. The Company reserves the right to modify this AUP at any time, effective upon posting at www.xpressbillpay.com/aup.asp.

Purpose/Scope

The purpose of this AUP is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This AUP governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this AUP, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this AUP to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this AUP and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this AUP:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the AUP. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the AUP.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this AUP. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Keith Jenkins, CEO
Xpress Solutions
387 S 520 W, Suite 110
Lindon, UT 84042
800-768-7295
kljenkins@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this AUP hereby and which may viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

**MINUTES OF THE REGULAR MEETING
OF THE COUNCIL FINANCE SUBCOMMITTEE
OF THE TOWN OF CHINO VALLEY**

**Wednesday October 29, 2013
5:00 P.M.**

The Council Finance Subcommittee of the Town of Chino Valley, Arizona, convened for a regular meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona.

Councilmember Pat McKee called the meeting to order at 5:00 P.M.

Members present: Councilmember Pat McKee (chair), Councilmember Linda Hatch, Vice-Mayor Darryl Croft

Staff present: Finance Director Joe Duffy

3. APPROVAL OF MINUTES

3a. September 17, 2013 minutes.

Vice-Mayor Croft moved, seconded by Councilmember Hatch to approve the September 17, 2013 minutes, passed.

4. OLD BUSINESS

4a. Xpress Bill Pay Demo.

Finance Director Joe Duffy presented Jared from Xpress Bill Pay for a demonstration of their product. The Committee questioned privacy's statements and sharing information, skipped payment, and charges to the Town. Jared advised Xpress Bill Pay and the Town of Chino Valley have access to some of the customers' information but will not sell to or share with other parties: "skip of payment due" is not a failure or missed payment but that there is not a payment due; and the Town pays a set fee with monthly per transaction fee.

5. NEW BUSINESS

5a. Discussion and Review of online bill pay proposals.

Finance Director Joe Duffy also explained the alternate bill pay company and their interaction with the Town's Caselle program. The committee discussed the two proposals from Xpress Bill Pay and PSN with questions on "Return on Investment". The Committee approved to recommend Xpress Bill Pay to Council

6. ADJOURNMENT

The Committee adjourned at 6:00 p.m.

Dated this 31st day of October, 2013

By: *Liz Hart, Town Clerk Assistant*

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 11/12/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Road 4 South

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with Civil Tec Engineering, Inc. for the construction staking and surveying of the Road 4 South project, in an amount not to exceed \$23,856.00.

RECOMMENDED ACTION:

Approve the Agreement for Professional Consulting Services with Civil Tec Engineering, Inc. in an amount not to exceed \$23,856.00.

SITUATION AND ANALYSIS:

The Town has committed to the construction of Road 4 South. Civil Tec Engineering has developed approximately 50% construction plans. No specifications have been prepared for this project. The Engineering Department of the Town, working with Civil Tec and the Public Works Department will field engineer this project in order to assure that the project is in compliance with the design engineer and industry standards.

This contract will allow Civil Tec Engineering to provide the necessary construction staking and surveying required for the project. In addition, Civil Tec will stake the right-of-way that Deep Well Ranches has requested.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5511
Available: \$23,856

Funding Source:

Funds to come from Roads Impact Fees. Per the adopted budget project expenses will be recorded in the Capital Improvement Fund.

Attachments

Agreement for Professional Consulting Services

Scope of Work

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS Agreement is entered into as of this 12th day of November, 2013, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and Civil Tec Engineering, Inc., hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing professional consulting services for the Town on the Road 4 South Construction Staking and Surveying Project, 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 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. The Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the Consultant.

1.3.1 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.

1.3.2 Consultant shall tour the Project site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Project site relevant to Consultant’s Services.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.3.4 Consultant shall designate Richard Shroads, P.E., as 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.

1.3.5 Consultant's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of subconsultants on Exhibit B, either by adding, deleting or changing subconsultants, shall require the written consent of Town.

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

1.3.7 Consultant shall coordinate its activities with Town's representative and submit its reports to Town's representative.

1.3.8 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.

1.3.9 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.

1.4 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. Consultant shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Ron Grittman, P.E., 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 November 12, 2013 through June 30, 2014. All services identified herein shall be completed to the satisfaction of the Town no later than June 30, 2014.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed \$23,856.00 unless agreed to in writing by the Town.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. 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 E. 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. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Town.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers’ Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

4.9 Use of Subconsultants. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subconsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subconsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant’s Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage’s, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Town. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant’s insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Consultant shall maintain “occurrence” from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

4.11.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

4.11.4 Products and Completed Operations Insurance : Consultant shall maintain Products and Completed Operations Insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.11.5 Fire and Extended Coverage Insurance: Consultant shall maintain Fire and Extended Coverage Insurance with an endorsement for vandalism and malicious mischief in Consultant's name and also in the name of Town in an amount of at least 100% of the amount to be paid by Town to Consultant pursuant to this Agreement.

4.11.6 Workers' Compensation Insurance: Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the Consultant, its subconsultants, employees or any other persons used by Consultant or its subconsultants (hereinafter collectively "Consultant") related to the Services in the performance of this Agreement. Consultant's duty to indemnify and hold harmless 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 negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Consultant or used by Consultant in the performance of this Agreement.

5.2 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.

5.3 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.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with ten (10) 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.

6.2 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.

7. ASSURANCES

7.1 Solicitations for Subconsultants, 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 subconsultant 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.

7.2 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. Such examination of records shall be upon reasonable notice to Consultant of intent to examine, and done within normal business hours at the mutual convenience of Town and Consultant.

7.3 Ownership of Document and Other Data. The Town acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the Consultant, or, in the event of termination, payment in full of all monies due to the Consultant at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written authorization of the Consultant. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the 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.

7.4 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.

7.5 Independent Consultant. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Consultant will be an independent Consultant 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. [FOR SOLE PROPRIETORS ONLY: Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.

7.6 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 subconsultants in performance of the Services, subconsultants shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subconsultants shall further warrant that after hiring an employee, such subconsultant 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 subconsultants 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 subconsultant employee who works on the Agreement to ensure that the Consultant or subconsultant 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.

7.7 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 applicable 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 Town and its representatives

against any claim or liability arising from or based on the violation of such, whether by Consultant or its employees.

7.8 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.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated, and as may be subsequently agreed to in writing by both parties as modifications or change orders to this Agreement.

7.10 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.

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

7.12 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:

Mr. Richard Shroads, P.E.
Civil Tec Engineering, Inc.
2050 Willow Creek Road
Prescott, AZ 85301

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

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

7.14 Corporate Protection. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, Lyon Engineering & Surveying, Inc., an Arizona corporation, and not against any of the Consultant's individual employees, officers or directors.

8. SUSPENSION OF WORK

8.1 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. Town shall immediately pay Consultant all fees and expenses for Services performed through the date of suspension.

8.2 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. If the suspension continues for more than ninety (90) days, Consultant may choose to terminate the contract without penalty.

9. INTERESTS AND BENEFITS

9.1 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.

9.2 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.

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

10. 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

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

By: _____
Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C.
Town Attorneys

CONSULTANT

By: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

SUBCONSULTANTS:

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D 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. Attached hereto as Exhibit D-1 is the Consultant's hours and fee estimate for the Project. Consultant's fee shall not exceed the amounts:

Description	Amount
-------------	--------

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 the 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.

C. Reimbursable Costs

Consultant will be reimbursed for expenses up to a maximum amount of \$_____. The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at _____ cents per mile. Any out of state travel must receive prior approval of Town.)

2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.
4. Costs of faxes at \$_____ per page.
5. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E **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 _____
---	---



October 3, 2013

Richard Straub, P.E.
Town of Chino Valley
1020 W. Palomino Road
Chino Valley AZ 86323

via email: rstraub@chinoaz.net

Subject: Scope of Services and Fee Estimate for land surveying services for Road 4 South in Chino Valley.

Dear Mr. Straub:

Civiltec is pleased to provide you this proposal for surveying services for the subject project. This proposal covers slope staking, right-of-way staking, drainage culvert staking and blue tops for Road 4 South from its existing easterly terminus to the Peavine Trail in Chino Valley. It is recommended that the new right-of-way on the south side of Road 4 South (James property) be monumented at angle points and a Record-of-Survey Plat be prepared and recorded with the County to perpetuate the right-of-way location in a formal manner.

Civiltec proposes to perform the following scope of services:

Phase 1 – Field Surveying

Task 1. Perform necessary office calculations to support construction staking and right-of-way staking.

Task 2. Provide one set of slope stakes for controlling tops of cut slopes and toes of fill slopes for the corridor. These slope stakes will be set and marked with lath and blue colored ribbons.

Task 3. Provide one set of right-of-way stakes along the northerly and southerly right-of-way. It is anticipated that these stakes will be provided on 100 foot intervals. The stakes will be marked with lath and red colored ribbons.

Task 4. Provide one set of centerline blue tops. These stakes will be provided at grade, on centerline, on 50 foot intervals with feathers.

Task 5. Provide one set of drainage ditch and culvert stakes for the roadway corridor.

Phase 2 – Right of way monumentation and Record of Survey Plat

Task 1. Set right-of-way corner monuments on the newly defined southerly right-of-way on Road 4 South pursuant to legal descriptions prepared by this office. We will set ½ inch rebar and caps at angle points of the new right-of-way.

Task 2. Prepare a Record of Survey for the new right-of-way and associated monumentation as described in Task 2. We will prepare a Record of Survey in accordance with State Statutes showing the new right-of-way bearings, distances, and ties to the Town coordinate system, all monument call-outs, and record the Plat at the Yavapai County Recorder's office.

Phase 3 – Miscellaneous

Task 1. Project Management. This task includes in-house management and management with Town forces including meetings, correspondence and discussions as necessary for project development and completion.

Task 2. Hourly Rate Citation for construction staking. This task is for the purpose of identifying hourly rates for assistance in field construction if needed.

See the attached spreadsheet for fee breakdowns for the tasks identified above.

It is our understanding that blue stake, pot-holing, environmental documentation and/or clearances will not be needed for this project. No quality assurance services during construction or geotechnical subconsulting have been included herein.

Thank you for the opportunity to be of helpful service to you on this project.

Sincerely,

CIVILTEC ENGINEERING, INC.



Rick Shroads, P.E., R.L.S., President

RS/ts

[illegible]



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 11/12/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Road 4 South

AGENDA ITEM TITLE:

Consideration and possible action to make the finding that there is a reasonable basis for constructing the Road 4 South capital project in-house, and that this project is not being constructed in-house to avoid the bidding requirements, pursuant to the Town's Procurement Policy, with approval to be effective as of November 21, 2013.

RECOMMENDED ACTION:

Make the finding that there is a reasonable basis for constructing the Road 4 South capital project in-house pursuant to the Town's Procurement Policy, with approval to be effective as of November 21, 2013.

SITUATION AND ANALYSIS:

Under the newly adopted procurement policy, a capital project may be constructed as an in-house project using primarily regularly employed Town personnel and volunteers. In order to do so, the Town Council must make findings that there is a reasonable basis for constructing the project in house and that the project is not being constructed in house to avoid the bidding requirements. The purpose of this agenda item is to request Council to make these findings with respect to the construction of Road 4 South and declare this as an in-house project.

The construction of Road 4 South as an in-house project will facilitate the resolution of pending litigation by getting the work done expediently at a presumably lower cost by using Town employees instead of contractor labor. The Town is in the unique position of having many of its Public Works employees with extensive heavy equipment and road construction experience. These factors provide a reasonable basis to support the Council's findings as required by Section 32.05(D)(g) of the Town Code.

The Town has secured partial engineering construction plans (approximately 50% construction plans) for the project and intends to field engineer the project using the expertise of the two professional engineers on staff. These two Town employees will provide the construction oversight to assure that the project is constructed in accordance with industry standards. Civil Tec, the design engineer, by separate contract on the agenda for approval tonight, will provide construction surveying and staking and will provide additional oversight of the construction.

The Road 4 South project consists of the following components at the costs as estimated by Town Staff and Civil Tec, based upon in-house engineering services:

- Drainage. This includes one 12' diameter corrugated metal pipe, and five 24"-36" culverts. \$45,500.00
- Guardrail. This includes the installation of guardrail along the shoulders of the roadway in accordance with the AASHTO Green Book. \$36,000.00
- Aggregate Base Course. This includes the crushed rock in accordance with MAG and YAG Standards that will be used as the roadway surface. The quantity for this item is based on a 28' wide roadway with 8" of AB. This may be modified based on field conditions. \$44,317.00
- Trucking. This includes the necessary trucking to haul the AB material from the source to the project. \$ 7,000.00
- Processing. This includes the time and equipment necessary to properly prepare the moisture limit of the AB for compaction and the rental of the appropriate compactor. \$37,158.00
- Blasting. This is an optional item depending on the conditions encountered. The current design of Road 4 South requires a cut of approximately 20' through the ridgeline to the east. Depending on the material encountered through the excavation process blasting may be required. We've included this as a component, but it should be considered as a contingency item based on the conditions encountered. \$30,000.00.

Pursuant to A.R.S. § 34-201(D), a street, road, bridge, water or sewer work may be constructed either with or without the use of the agent's regularly employed personnel without advertising for bids, provided that the total cost of the work does not exceed approximately \$216,000 in 2013. Adding the estimated costs for construction of the components of this project, the total estimated cost is \$199,975.00.

Town Staff therefore requests the Council make the required findings and declare the Road 4 South construction project to be an in-house project.

Clerk's Note: As the Procurement Policy, Ordinance No. 13-775, being referenced herein will not be effective until November 21, 2013, approval of this item will be effective as of that date, as long as no referendum on the Ordinance is filed.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5511

Available: \$199,975.00

Funding Source:

Funds to come from Roads Impact Fees. Per the adopted budget the expenses will be accounted for in the Capital Improvement Fund.

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. g.

Meeting Date: 11/12/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Road 4 South

AGENDA ITEM TITLE:

Consideration and possible action to authorize staff to secure contracts to bring back to Council for consideration for rental of a D-8 bulldozer and a paddlewheel scraper from ECCO Equipment Company in an amount not to exceed \$109,000.00 and a 12-ton sheepsfoot compactor from United Rentals in an amount not to exceed \$17,644.00, for the Road 4 South project.

RECOMMENDED ACTION:

Authorize staff to secure contracts to bring back to Council for consideration for rental of a D-8 bulldozer and a paddlewheel scraper from ECCO Equipment Company for an amount not to exceed \$109,000.00 and a 12-ton sheepsfoot compactor from United Rentals in an amount not to exceed \$17,644.00.

SITUATION AND ANALYSIS:

Yavapai County has publically bid various pieces of equipment. The complete bid is attached for information. The award of this bid complies with the Town's procurement code because another government has publically bid the equipment.

Both ECCO Equipment and United Rentals have provided the Town with a letter stating that they will honor the prices quoted to Yavapai County. The Town of Chino Valley will need to provide the necessary insurances to both companies for the equipment rentals.

While we have estimated that the equipment should be needed for only three months, the approval amounts will allow us to secure the rental equipment for four months, should we need. Staff believes that three months should be sufficient to perform the necessary work, however, this equipment is primarily used to perform the required 23' vertical cut through the

hills. In the event that blasting, or some other method of rapid excavation, is required, this leeway will allow staff flexibility.

Should Council approve this item, staff will bring back a contract with each vendor for Council's approval.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 05-90-5511

Available: \$127,000

Funding Source:

Funds to come from Roads Impact Fees. Per the adopted budget the expenses will be accounted for in the Capital Improvement Fund.

Attachments

Equipment Rental Bid Documents

Richard Straub

To: Ron Grittmann
Subject: Rental contract

I have received confirmation from two Equipment Rental Companies confirming they will honor their 2013-2014 bids to Yavapai County Contract #1320203.

ECCO Equipment Co. 300-350 H.P. Dozer, \$13,870.17/Month plus \$153.02/Hour delivery.
ECCO Equipment Co. 20-23 C.Y. Scraper, \$13,279.95/Month plus \$153.02/Hour delivery.

United Rentals 12 ton Sheepsfoot, \$4,411.00/Month plus \$165 delivery.

The Town of Chino Valley will need to provide General Liability Insurance and Rental Insurance for all rented equipment.

We estimate the rental time for the above equipment to be approximately three months.

Richard Straub

From: William Wodrich <wwodrich@ur.com>
Sent: Wednesday, October 30, 2013 2:53 PM
To: Richard Straub
Subject: United Rentals

Richard,

United Rentals will honor Yavapai County pricing for the sheepsfoot roller as requested!

Billy Wodrich
Sales Representative
United Rentals
928-533-9533
wwodrich@ur.com

Richard Straub

From: Ken Miles <KenM@eccoequipment.com>
Sent: Wednesday, October 30, 2013 12:58 PM
To: Richard Straub
Subject: Equipment bid
Attachments: Sample Liability-Insurance.pdf

Mr. Straub,

ECCO Equipment will honor its pricing from the bid for Rental Equipment in Yavapai County, Arizona; Contract #1320203 to the Town of Chino Valley. Chino Valley will need to provide insurance requirements of \$1 million General Liability and Rented and Leased equipment coverage – blanket of \$250,000.00, (sample attached).

Please contact me for any additional information needed.

Thank you for your consideration.

Ken Miles

Ken Miles
ECCO Equipment Corp.
General Manager
602-456-5175 (direct)
602-276-2040 (office)
602-276-1340 (fax)
kenm@eccoequipment.com

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
DATE OF START COVERAGE

PRODUCER YOUR INSURANCE AGENCY AND THEIR COMPLETE ADDRESS HERE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED YOUR COMPANY AND COMPLETE ADDRESS HERE	INSURER A: INSURANCE COMPANY HERE	THEIR NAIC NUMBER
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Blanket Addl Insd GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Policy number here	11/01/2008	11/01/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00 \$ 415,000.00
						MED EXP (Any one person)	\$ 5,000.00
						PERSONAL & ADV INJURY	\$ 1,000,000.00
						GENERAL AGGREGATE	\$ 2,000,000.00
						PRODUCTS - COMPI/OP AGG	\$ 2,000,000.00
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Rental Equipment	Policy Number Here	11/01/2008	11/01/2009	Special ACV, Ded.	\$250,000.00 \$1,000.00

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

Verification of insurance coverage for equipment rented by the insured from the certificate holder who is named loss payee and additional insured ATIMA.
 Note: Rented equipment coverage does not apply to vehicles designed for road use. *10 day notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

ECCOE-4 ECCO Equipment Corporation 1417 North Susan Street Santa Ana, California 92703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Print name here. SIGN NAME HERE

Bid Tabulation for Contract for Rental Equipment in Yavapai County, Contract #1320203
EFFECTIVE DATE - AUGUST 1, 2013 to JULY 31, 2014

1. ECCO Equipment Corp.
1718 W. Broadway Road
Phoenix, AZ 85041
Phone: 602.276.2040
Fax: 602.276.1340
 2. Empire Southwest, LLC
3060 Cornerpointe East Drive
Prescott, AZ 86301
Phone: 928.899.6001
 3. H&E Equipment Services, Inc.
7500 Pecua Lane
Baton Rouge, Louisiana 70809
Phone: 225.298.5200
Fax: 225.298.5376
 4. Hertz Equipment Rental Corporation
2010 North Black Canyon Road
Phoenix, AZ 85009
Phone: 602.269.5931
Fax: 866.999.0067
 5. RDO Equipment Company
1091 Commerce Drive
Prescott, AZ 86305
Phone: 928.776.8300
Fax: 928.776.8500
 6. Sunstate Equipment Company
9351 E. Lorna Lane
Prescott Valley, AZ 86314
Phone: 928.775.7350
Fax: 928.775.7349
 7. United Rentals
2210 W. Williams Drive
Phoenix, AZ 85027
Phone: 928.533.9533
Fax: 623.869.6721
- Vendor Locations: 4010 South 22nd Street, Phoenix, AZ; Contract: Rick Herdt; Phone: 602.232.0600; Fax: 602.232.0620
- Vendor Notes: (1) Blades will be charged at a minimum \$39.00, but could be more if blade wear is excessive.
 (2) Delivery – In Town Only: Free D+P in the towns of Prescott, Prescott Valley, Dewey and Chino Valley
- Vendor Locations: 2678 East Huntington Drive, Flagstaff, AZ 86001
 215 East Baseline Road, Gilbert, AZ 85233
 2210 W. Williams Drive, Phoenix, AZ 85027

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sundate Equipment Co.	United Rental
AIR COMPRESSORS								
90 to 185 CFM, Towable MFR/MODEL	Daily Weekly Monthly Delivery		\$107.00 \$304.00 \$804.00 \$86.00 for 1 st 50 miles \$4.15 per mile over 50	\$126.50 \$346.50 \$770.00 \$275.00/each way Atlas Copco YA890	\$60.00 \$137.00 \$425.00 \$104.83/each way		\$107.15 \$360.30 \$873.25 N/C - SEE NOTE ABOVE	\$111.00 \$272.00 \$585.00 \$105 SULLAIR 185 DPQ
8 CFM, Gas or Electric, Portable MFR/MODEL	Daily Weekly Monthly Delivery							\$62.00 \$216.00 \$483.00 \$105 MI-T-M AMI
250 CFM MFR/MODEL	Daily Weekly Monthly Delivery							\$233.00 \$580.00 \$1,359.00 \$105 SAME AS 375
375 CFM MFR/MODEL	Daily Weekly Monthly Delivery		\$216.00 \$611.00 \$1,616.00 \$86.00 for 1 st 50 miles \$4.15 per mile over 50		\$99.00 \$211.00 \$737.00 \$104.83/each way			\$233.00 \$580.00 \$1,359.00 \$105 SULLAIR 375DPQ
BACKHOES								
75-90 HP, 1-1 1/2 CY Bucket, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery				\$187.00 \$473.00 \$1,615.00 \$104.83/each way	\$222.00 \$665.00 \$1,995.00 \$250/\$250 JD 310K	\$212.54 \$766.96 \$2,061.12 N/C - SEE NOTE ABOVE JD 310J	\$333.00 \$833.00 \$2,072.00 \$165 JD 310S
90-108 HP, 1 1/2 - 1 1/4 CY Bucket, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery		\$180.45 \$601.48 \$1,804.44 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 420E		\$255.00 \$765.00 \$2,295.00 \$250/\$250 JD 310SK			
108-135 HP, 1 1/2-2 CY Bucket, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery		\$382.76 \$1,312.32 \$3,936.96 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 450E		\$393.00 \$1,041.00 \$3,522.00 \$104.83/each way	\$466.00 \$1,398.00 \$4,195.00 \$250/\$250 JD 710K		\$350.00 \$1161.00 \$2,566.00 \$165 JD 710S
75-90 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery				\$329.00 \$941.00 \$2,634.00 \$104.83/each way	\$444.00 \$1,332.00 \$3,995.00 \$250/\$250 310K/1200#	\$493.31 \$1,836.61 \$4,988.61 N/C - SEE NOTE ABOVE JD 310J	\$584.00 \$1,593.00 \$3,607.00 \$165 KENT KF9
90-108 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery		\$315.78 \$1,052.58 \$3,157.77 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT H90C			\$622.00 \$1,865.00 \$5,595.00 \$250/\$250 410SK/1250#		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
108-135 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery		\$682.76 \$2,212.32 \$6,636.77 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT H110ES		\$720.00 \$1,928.00 \$6,074.00 \$104.83/each way	\$911.00 \$2,732.00 \$8,195.00 \$250/\$250 710K/2000#		\$601.00 \$1,919.00 \$4,442.00 \$165 KENT KP9
436 CAT or equal MFR/MODEL	Daily Weekly Monthly Delivery					\$333.00 \$998.00 \$2,995.00 \$250/\$250 410K		
446 CAT or equal MFR/MODEL	Daily Weekly Monthly Delivery		\$382.76 \$1,312.32 \$3,936.96 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 450			\$466.00 \$1,398.00 \$4,195.00 \$250/\$250 710K		
COMPACTORS								
Combination Roller, 4 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$246.06 \$738.18 \$2,214.54 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CB335/CC34					
Pneumatic Rubber Tire, 100-120 HP, 9-Wheel MFR/MODEL	Daily Weekly Monthly Delivery		\$200.00 \$750.00 \$1,975.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT PS150				\$210.23 \$751.52 \$2,007.07 N/C - SEE NOTE ABOVE	
Pneumatic Rubber Tire, 120-150HP, 7-Wheel MFR/MODEL	Daily Weekly Monthly Delivery		\$375.00 \$1,500.00 \$4,500.00 \$200.00 for 1 st 50 miles \$4.65 per mile over 50 CAT PS360					
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width w/ Remote MFR/MODEL	Daily Weekly Monthly Delivery				\$98.00 \$382.00 \$1,091.00 \$104.83/each way		\$256.05 \$911.29 \$2,272.25 N/C - SEE NOTE ABOVE BOMAG	\$272.00 \$715.00 \$1,609.00 \$165 BOMAG BMP8500
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width, Non-remote MFR/MODEL	Daily Weekly Monthly Delivery							
Sheepsfoot (padfoot), 1½ Ton MFR/MODEL	Daily Weekly Monthly Delivery							

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
Sheepsfoot (padfoot), 3-5 Ton MFR/MODEL	Daily Weekly Monthly Delivery					\$383.00 \$1,150.00 \$3,450.00 \$350/\$350 SAKAI SV201		\$475.00 \$1,178.00 \$2,939.00 \$165 BOMAG BW145D3
Sheepsfoot (padfoot), 4-6 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$410.10 \$1,127.78 \$2,819.44 \$82.02 for 1 st 50 Miles \$4.15 per mile over 50 CAT CP323			\$383.00 \$1,150.00 \$3,450.00 \$350/\$350 SAKAI SV201		\$475.00 \$1,178.00 \$2,939.00 \$165 BOMAG BW145D3
Sheepsfoot (padfoot), 8-10 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$546.80 \$1,503.70 \$4,135.18 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CP344			\$519.00 \$1,558.00 \$4,675.00 \$350/\$350 SAKAI SV400		\$475.00 \$1,178.00 \$2,939.00 \$165 BOMAG BW145D3
Sheepsfoot (padfoot), 12 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$601.48 \$1,654.07 \$4,962.21 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CP56			\$589.00 \$1,767.00 \$5,300.00 \$350/\$350 SAKAI SV510		\$545.00 \$1,724.00 \$4,411.00 \$165 BOMAG BW213
Sheepsfoot (padfoot), 20 Ton MFR/MODEL	Daily Weekly Monthly Delivery	\$590.22 \$2,360.88 \$7,082.64 \$131.16/hour CAT 815F	\$1,200.00 \$4,670.00 \$14,000.00 \$300.00 for 1 st 50 miles \$6.85 per mile over 50 CAT 815					\$545.00 \$1,724.00 \$4,411.00 \$165 BOMAG BW213
Steel Roller, Double Drum, 33", Non-remote MFR/MODEL	Daily Weekly Monthly Delivery							
Steel Roller, Double Drum, 3-5 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$128.94 \$386.92 \$967.05 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CB24/CB224	\$109.00 \$350.00 \$1,048.00 \$104.83/each way		\$400.00 \$1,200 \$3,600.00 \$250/\$250 SAKAI SW330		\$220.00 \$758.00 \$1,455.00 \$165 BOMAG BW120
Steel Roller, Double Drum, 4-6 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$185.92 \$557.74 \$1,533.73 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CB34/CB334				\$202.84 \$669.67 \$1,861.70 N/C - SEE NOTE ABOVE IR DD-24	
Steel Roller, Double Drum, 5-8 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$437.20 \$1,311.60 \$2,934.80 \$82.02 for 1 st 50 miles \$4.25 per mile over 50 CAT CB434					
Steel Roller, Double Drum, 8-10 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$464.78 \$1,394.34 \$4,183.02 \$82.02 for 1 st 50 miles \$4.15 per mile over 50			\$489.00 \$1,467.00 \$4,400.00 \$350/\$350 SAKAI SW800		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
Steel Roller, Double Drum, 12 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$656.16 \$1,968.48 \$5,905.49 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CB64		\$191.00 \$921.00 \$3,035.00 \$104.83/each way	\$383.00 \$1,150.00 \$3,450.00 \$350/\$350 SAKAI SV201		\$416.00 \$1,437.00 \$2,664.00 \$165 BOMAG BW145D
Steel Roller, Double Drum, 20 Ton MFR/MODEL	Daily Weekly Monthly Delivery							
Steel Roller, Single Drum, 1 1/2 Ton MFR/MODEL	Daily Weekly Monthly Delivery							
Steel Roller, Single Drum, 3-5 Ton MFR/MODEL	Daily Weekly Monthly Delivery							
Steel Roller, Single Drum, 4-6 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$464.78 \$1,278.15 \$3,195.37 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CS44		\$137.00 \$852.00 \$2,527.00 \$104.83/each way	\$383.00 \$1,150.00 \$3,450.00 No Bid SAKAI SV201		\$416.00 \$1,437.00 \$2,664.00 \$165 BOMAG BW145D
Steel Roller, Single Drum, 8-10 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$464.78 \$1,278.15 \$3,834.44 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CS54			\$519.00 \$1,558.00 \$4,675.00 \$350/\$350 SAKAI SV400		\$416.00 \$1,437.00 \$2,664.00 \$165 BOMAG BW145D
Steel Roller, Single Drum, 12 Ton MFR/MODEL	Daily Weekly Monthly Delivery		\$601.48 \$1,654.07 \$4,962.21 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT CS56		\$191.00 \$921.00 \$3,035.00 \$104.83/each way	\$489.00 \$1,467.00 \$4,400.00 \$350/\$350 SAKAI SW800		\$440.00 \$1,450.00 \$3,656.00 \$165 BOMAG BW213
Steel Roller, Single Drum, 20 Ton MFR/MODEL	Daily Weekly Monthly Delivery							\$440.00 \$1,450.00 \$3,656.00 \$165 BOMAG BW213
Tamper - Plate MFR/MODEL	Daily Weekly Monthly Delivery			\$82.50 \$165.00 \$330.00 \$275.00/each way MQ MXT60	\$44.00 \$98.00 \$164.00 \$104.83/each way	\$78.00 \$312.00 \$936.00 \$100/\$100 SAKAI	\$74.88 \$254.02 \$650.25 N/C - SEE NOTE ABOVE MULTIQUIP MVC90H	\$87.00 \$222.00 \$422.00 \$105 MULTIQUIP MUC887GHV
Tamper - Upright MFR/MODEL	Daily Weekly Monthly Delivery			\$82.50 \$165.00 \$330.00 \$275.00/each way MQ MXT88	\$49.00 \$104.00 \$191.00 \$104.83/each way	\$78.00 \$312.00 \$936.00 \$100/\$100 SAKAI	\$83.46 \$270.78 \$639.66 N/C - SEE NOTE ABOVE WACKER BS60	\$87.00 \$222.00 \$422.00 \$105 MULTIQUIP MXTX70

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
CONCRETE								
Concrete Saw, Walk-behind, 14" Blade MFR/MODEL	Daily Weekly Monthly Delivery				\$79.00 \$197.00 \$442.00 \$104.83/each way			\$110.00 \$284.00 \$702.00 \$105 NORTON CI318P
Concrete Saw, Self-propelled, 14" Blade MFR/MODEL	Daily Weekly Monthly Delivery						\$120.11 \$412.43 \$1,185.71 N/C - SEE NOTE ABOVE HUSQUA VARNA (SEE BLADE NOTE ABOVE)	\$110.00 \$335.00 \$819.00 \$105 HUSQUA VARNA FS513
Concrete Mixer, Gas Operated MFR/MODEL	Daily Weekly Monthly Delivery							\$91.00 \$275.00 \$727.00 \$105 MULTIQUIP MC94PH8
CRANES								
15 Ton, Rough Terrain MFR/MODEL	Daily Weekly Monthly Delivery			\$951.50 \$2,376.00 \$5,940.00 \$275.00/each way Grove YB5515				
8 Ton, Truck Mounted MFR/MODEL	Daily Weekly Monthly Delivery							
12 Ton, Truck Mounted MFR/MODEL	Daily Weekly Monthly Delivery							\$502.00 \$1,415.00 \$3,808.00 \$250 TEREX BT3063B FORD
15 Ton, Truck Mounted MFR/MODEL	Daily Weekly Monthly Delivery				\$308.00 \$790.00 \$2,786.00 \$104.83/each way			\$502.00 \$1,415.00 \$3,808.00 \$250 TEREX BT3063B FORD
23 Ton, Truck Mounted MFR/MODEL	Daily Weekly Monthly Delivery			\$1,056.00 \$2,640.00 \$6,600.00 \$275.00/each way National 8100				\$830.00 \$2,378.00 \$5,463.00 \$250 STERLING LT7501
2-Man Work Basket MFR/MODEL	Daily Weekly Monthly Delivery			\$82.50 \$165.00 \$330.00 \$275.00/each way National				
CRUSHERS								
150 HP, 24" Crushing Capacity SET-UP FEE HOURLY WEAR FEE	Daily Weekly Monthly Delivery							

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
180 HP, 36" Crushing Capacity SET-UP FEE	Daily Weekly Monthly Delivery							
DOZERS								
70-80 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery		\$382.76 \$1,052.59 \$3,157.77 \$82.02 for 1 st 50 miles \$4.15 per mile over 50		\$329.00 \$768.00 \$2,462.00 \$104.83/each way	\$397.00 \$1,192.00 \$3,575.00 \$250/\$250 JD 550K		\$369.00 \$1,375.00 \$3,057.00 \$165 CASE 750L
80-90 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery		\$453.85 \$1,248.07 \$3,744.21 \$82.02 for 1 st 50 miles \$4.15 per mile over 50		\$340.00 \$800.00 \$2,631.00 \$104.83/each way	\$397.00 \$1,192.00 \$3,575.00 \$250/\$250 JD 550K		\$674.00 \$1,576.00 \$3,868.00 \$165 CASE 850L
90-100 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery		\$601.48 \$1,804.44 \$5,413.32 \$82.02 for 1 st 50 miles \$4.15 per mile over 50		\$351.00 \$942.00 \$2,827.00 \$104.83/each way	\$444.00 \$1,332.00 \$3,995.00 \$250/\$250 JD 650K		
100-125 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$442.67 \$1,770.66 \$5,311.98 \$131.16/hour CAT D5MXL	\$656.46 \$1,968.44 \$5,405.44 \$82.02 for 1 st 50 miles \$4.15 per mile over 50		\$460.00 \$1,477.00 \$3,986.00 \$104.83/each way	\$444.00 \$1,332.00 \$3,995.00 \$250/\$250 JD 650K		
125-150 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$541.04 \$2,164.14 \$6,492.42 \$131.16/hour CAT D6MXL	\$874.88 \$2,537.15 \$6,977.17 \$250.00 for 1 st 50 miles \$4.95 per mile over 50			\$577.00 \$1,732.00 \$5,195.00 \$350/\$350 JD 700K		
150-200 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$614.81 \$2,459.25 \$7,377.75 \$131.16/hour CAT D6TXL	\$902.22 \$2,706.66 \$8,119.98 \$250.00 for 1 st 50 miles \$4.95 per mile over 50			\$755.00 \$2,265.00 \$6,795.00 \$350/\$350 JD 750K		
200-250 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery		\$1531.04 \$4,210.36 \$10,578.49 \$300.00 for 1 st 50 miles \$5.95 per mile over 50			\$1,050.00 \$3,150.00 \$9,450.00 \$450/\$450 JD 850K		
300-350 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$1,155.85 \$4,623.39 \$13,870.17 \$153.02/hour CAT D8RT	\$2,155.00 \$6,069.00 \$16,049.00 \$450.00 for 1 st 50 miles \$9.95 per mile over 50			\$1,833.00 \$5,500.00 \$16,500.00 \$700/\$700 JD 1050J		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
EXCAVATORS								
10-20 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$190.00 \$490.00 \$1,250.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 301.8			\$166.00 \$498.00 \$1,495.00 \$250/\$250 JD 17D		\$235.00 \$586.00 \$1,454.00 \$165 JD 17DX
20-30 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$215.00 \$589.00 \$1,295.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 303.5		\$154.00 \$407.00 \$1,091.00 \$104.83/each way	\$194.00 \$583.00 \$1,750.00 \$250/\$250 JD 27D		\$239.00 \$641.00 \$1,567.00 \$165 TAKEUCHI TB228
30-40 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$220.00 \$720.00 \$2,160.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 304D		\$154.00 \$407.00 \$1,091.00 \$104.83/each way	\$244.00 \$732.00 \$2,195.00 \$250/\$250 JD 50D		\$296.00 \$685.00 \$1,635.00 \$165 TAKEUCHI TB235
50-60 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$240.00 \$780.00 \$2,340.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 305.5		\$165.00 \$429.00 \$1,528.00 \$104.83/each way	\$275.00 \$775.00 \$2,275.00 \$250/\$250 JD 60D		\$396.00 \$979.00 \$1,973.00 \$165 TAKEUCHI TB153
80-90 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$492.12 \$1,353.34 \$3,721.66 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 312			\$608.00 \$1,825.00 \$5,475.00 \$350/\$350 JD 160D		\$631.00 \$1,670.00 \$4,165.00 \$165 JD 135
90-100 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$492.12 \$1,353.34 \$3,721.66 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 314			\$608.00 \$1,825.00 \$5,475.00 \$350/\$350 JD 160D		\$641.00 \$1,967.00 \$4,484.00 \$165 JD 160
100-130 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$492.12 \$1,476.36 \$4,229.08 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 315			\$633.00 \$1,900.00 \$5,700.00 \$550/\$550 JD 180G		\$641.00 \$1,967.00 \$4,484.00 \$165 JD 160
130-140 HP MFR/MODEL	Daily Weekly Monthly Delivery	\$467.28 \$1,869.03 \$5,607.09 \$131.16/hour CAT 320D	\$710.84 \$1,954.81 \$5,575.73 \$250.00 for 1 st 50 miles \$4.95 per mile over 50 CAT 320D			\$633.00 \$1,900.00 \$5,700.00 \$400/\$400 JD 225D		\$815.00 \$2,114.00 \$5,280.00 \$250 JD 200
140-150 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$800.00 \$2,400.00 \$7,200.00 \$250.00 for 1 st 50 miles \$4.95 per mile over 50 CAT 321		\$536.00 \$1,598.00 \$4,668.00 \$104.83/each way	\$633.00 \$1,900.00 \$5,700.00 \$400/\$400 JD 225D		\$815.00 \$2,114.00 \$5,280.00 \$250 JD 200

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
150-160 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$870.00 \$2,600.00 \$7,800.00 \$250.00 for 1" 50 miles \$4.95 per mile over 50 CAT 324		\$689.00 \$1,969.00 \$5,699.00 \$104.83/each way	\$633.00 \$1,900.00 \$5,700.00 \$400/\$400 JD 225D		\$815.00 \$2,508.00 \$6,299.00 \$250 CASE CX225
160-170 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$900.00 \$2,700.00 \$8,100.00 \$250.00 for 1" 50 miles \$4.95 per mile over 50 CAT 325			\$633.00 \$1,900.00 \$5,700.00 \$400/\$400 JD 210G		\$815.00 \$2,508.00 \$6,299.00 \$250 CASE CX225
170-180 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$925.00 \$2,780.00 \$8,612.00 \$300.00 for 1" 50 miles \$6.95 per mile over 50 CAT 329			\$800.00 \$2,400.00 \$7,200.00 \$450/\$450 JD 250G		
80-90 HP w/ Hydraulic Hammer MFR/MODEL	Daily Weekly Monthly Delivery					\$1,667.00 \$5,000 \$15,000.00 \$500/\$500 JD 2000 4000#		\$1,254.00 \$3,888.00 \$8,565.00 \$250 KENT KF22
120-140 HP w/ Hydraulic Hammer MFR/MODEL	Daily Weekly Monthly Delivery	\$1,123.06 \$4,492.23 \$13,476.69 \$131.16/hour CAT 320CL/BTI 4500	\$992.12 \$2,976.36 \$8,729.08 \$82.02 for 1" 50 miles \$4.15 per mile over 50 CAT 314/H115			\$1,667.00 \$5,000 \$15,000.00 \$500/\$500 JD 2000 4000#		\$1,437.00 \$4,332.00 \$9,678.00 \$250 KENT KF22
280-300 HP w/ Hydraulic Hammer MFR/MODEL	Daily Weekly Monthly Delivery		\$2,657.64 \$7,658.57 \$22,110.90 \$400.00 for 1" 50 miles \$7.95 per mile over 50 CAT 336/H160			\$2,733.00 \$8,200.00 \$24,600.00 \$1000/\$1000 JD 45G 10000#		
FORKLIFTS								
Warehouse to 13', 3000 lb MFR/MODEL	Daily Weekly Monthly Delivery						\$119.00 \$449.93 \$1,001.48 N/C - SEE NOTE ABOVE NISSAN	\$192.00 \$356.00 \$1,202.00 \$165 DOOSAN G25P5
Warehouse to 13', 5000 lb MFR/MODEL	Daily Weekly Monthly Delivery			\$176.00 \$561.00 \$1,265.00 \$275.00/each way Nissan SK	\$110.00 \$364.00 \$774.00 \$104.83/each way		\$119.00 \$449.93 \$1,001.48 N/C - SEE NOTE ABOVE NISSAN	\$192.00 \$356.00 \$1,202.00 \$165 DOOSAN G25P5
Reach-Out Fork, 5000 lb MFR/MODEL	Daily Weekly Monthly Delivery			\$258.50 \$797.50 \$1,815.00 \$275.00/each way GENIE 5519	\$252.00 \$702.00 \$1,484.00 \$104.83/each way		\$163.57 \$595.51 \$1,637.03 N/C - SEE NOTE ABOVE GIEHL	\$326.00 \$718.00 \$1,704.00 \$165 GENIE 551

BID ITEM	UNIT	EGCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
Reel-Out Fork, 6000 lb MFR/MODEL	Daily Weekly Monthly Delivery		\$213.25 \$639.75 \$1,599.37 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT TL642	\$297.00 \$935.00 \$2,117.50 \$275.00/each way Gelli/Skytrak	\$274.00 \$786.00 \$1,903.00 \$104.83/each way		\$229.31 \$670.55 \$1,533.03 N/C - SEE NOTE ABOVE SKYTRAK or IR	\$328.00 \$721.00 \$1,791.00 \$165 SKYTRAK 6036
Reel-Out Fork, 8000 lb MFR/MODEL	Daily Weekly Monthly Delivery		\$246.06 \$738.18 \$1,695.45 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT TL642	\$319.00 \$1,045.00 \$2,365.00 \$275.00/each way Gelli/Skytrak	\$285.00 \$888.00 \$2,259.00 \$104.83/each way		\$240.34 \$753.24 \$1,773.65 N/C - SEE NOTE ABOVE SKYTRAK or IR	\$330.00 \$722.00 \$2,118.00 \$165 SKYTRAK 8042
Reel-Out Fork, 10000 lb MFR/MODEL	Daily Weekly Monthly Delivery		\$322.61 \$967.84 \$2,419.59 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT TL1055	\$434.50 \$1,485.00 \$3,685.00 \$275.00/each way Gelli/Skytrak D10-55 10054	\$300.00 \$866.00 \$2,816.00 \$104.83/each way		\$339.00 \$1,056.64 \$2,987.06 N/C - SEE NOTE ABOVE SKYTRAK	\$419.00 \$1,026.00 \$3,304.00 \$165 SKYTRAK 10054
GENERATORS								
10 KW, Diesel, Towable MFR/MODEL	Daily Weekly Monthly Delivery							\$140.00 \$456.00 \$634.00 \$105 WACKER G25
15 KW, Diesel, Towable MFR/MODEL	Daily Weekly Monthly Delivery		\$87.49 \$262.46 \$787.39 \$82.02 for 1 st 50 miles \$4.15 per mile over 50					\$140.00 \$456.00 \$634.00 \$105 WACKER G25
25 KW, Diesel, Towable MFR/MODEL	Daily Weekly Monthly Delivery			\$159.50 \$462.00 \$1,089.00 \$275.00/each way MQ or Magnum			\$102.49 \$312.05 \$642.98 N/C - SEE NOTE ABOVE MULTIQUIP	\$140.00 \$456.00 \$634.00 \$105 WACKER G25
3500 KW, Wheel Kit FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery				\$33.00 \$71.00 \$191.00 \$104.83/each way			\$65.00 \$161.00 \$401.00 \$105 GAS MULTIQUIP GA36HA
5000 KW, Wheel Kit FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery				\$33.00 \$71.00 \$191.00 \$104.83/each way			\$74.00 \$186.00 \$463.00 \$105 GAS WACKER GPS600A
6000 KW, Wheel Kit FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery				\$33.00 \$71.00 \$191.00 \$104.83/each way		\$65.17 \$216.95 \$549.66 N/C - SEE NOTE ABOVE MULTIQUIP	\$80.00 \$199.00 \$494.00 \$105 GAS MULTIQUIP GA6HA

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
20000 KW, Towable FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery							\$140.00 \$456.00 \$634.00 \$105 DIESEL WACKER G25
30000 KW, Towable FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery				\$151.00 \$410.00 \$1,064.00 \$104.83/each way			\$195.00 \$481.00 \$1,218.00 \$105 DIESEL MULTITQUIP DCA45
60000 KW, Towable FUEL TYPE: MFR/MODEL	Daily Weekly Monthly Delivery				\$207.00 \$654.00 \$1,539.00 \$104.83/each way		\$163.39 \$539.83 \$1,102.41 N/C - SEE NOTE ABOVE MMD	\$232.00 \$618.00 \$1,229.00 \$105 DIESEL WACKER G70
GRADERS								
150-180 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery					\$578.00 \$2,312.00 \$6,936.00 \$350/\$350 JD 672G		
180-200 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$491.85 \$1,967.40 \$5,902.20 \$120.23/hour CAT 140H JD 770D	\$615.15 \$2,230.00 \$6,730.00 \$0.00 for 1 st 50 miles \$4.95 per mile over 50 CAT 140M			\$578.00 \$2,312.00 \$6,936.00 \$350/\$350 JD 672G		
200-300 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$688.59 \$2,754.36 \$8,263.08 \$131.16/hour CAT 14H				\$699.00 \$2,796.00 \$8,388.00 No Bid JD 772G		
LIGHTING EQUIPMENT								
4000 Watt 30' Towers MFR/MODEL	Daily Weekly Monthly Delivery	\$84.00 \$252.00 \$756.00 \$82.02 AD NLS PRO	\$115.50 \$275.00 \$854.50 \$275.00/each way Magnum	\$60.00 \$169.00 \$381.00 \$104.83/each way			\$63.84 \$229.31 \$505.09 N/C - SEE NOTE ABOVE ALLMOND	\$93.00 \$229.00 \$419.00 \$105 MAGNUM MLT3060
LOADERS - GANON								
70-90 HP, 4x4 MFR/MODEL	Daily Weekly Monthly Delivery	\$180.45 \$601.48 \$1,428.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 CAT 414E	\$175.00 \$382.00 \$1,420.00 \$104.83/each way			\$217.00 \$650.00 \$1,950.00 \$250/\$250 JD 210K	\$186.29 \$668.13 \$1,797.04 N/C - SEE NOTE ABOVE JD 210LE	\$261.00 \$618.00 \$1,458.00 \$165 JD 210
LOADERS - TRACKS								
140-160 HP, 2-3 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery					\$883.00 \$2,650.00 \$7,950.00 \$350/\$350 JD 655K	\$159.27 \$570.05 \$1,451.88 N/C - SEE NOTE ABOVE BOBCAT S-175	
160-200 HP, 3-3½ CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery					\$1,061.00 \$3,183.00 \$9,550.00 \$350/\$350 JD 755K		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
200-300 HP, 3 1/2-4 1/2 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery							
LOADERS - WHEEL								
100-130 HP, 2-2 1/2 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery		\$400.00 \$1,175.00 \$3,000.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50		\$403.00 \$1,119.00 \$3,221.00 \$104.83/each way	\$433.00 \$1,300.00 \$3,900.00 \$250/\$250 JD 444K		\$333.00 \$1,118.00 \$3,304.00 \$165 JD 444K
130-150 HP, 2 1/2-3 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery		\$425.00 \$1,250.00 \$3,300.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50		\$414.00 \$1,174.00 \$3,604.00 \$104.83/each way	\$486.00 \$1,458.00 \$4,375.00 \$350/\$350 JD 524K		\$479.00 \$1,543.00 \$3,793.00 \$165 CASE 621F
150-200 HP, 3-4 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery		\$653.00 \$1,833.00 \$4,843.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50		\$573.00 \$1,411.00 \$4,701.00 \$104.83/each way	\$555.00 \$1,665.00 \$4,995.00 \$350/\$350 JD 544K	\$485.89 \$1,779.28 \$4,796.15 N/C - SEE NOTE ABOVE KOMATSU	\$590.00 \$1,504.00 \$4,157.00 \$165 JD 544K
200-250 HP, 4-4 1/2 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery	\$491.85 \$1,967.40 \$5,902.20 \$131.16/hour CAT 950H	\$761.00 \$1,995.00 \$5,800.00 \$200.00 for 1" 50 miles \$4.95 per mile over 50			\$789.00 \$2,367.00 \$7,100.00 \$350/\$350 JD 644K		\$702.00 \$2,438.00 \$5,071.00 \$165 JD 644K
250-300 HP, 4 1/2-5 CY Bucket MFR/MODEL	Daily Weekly Monthly Delivery	\$614.81 \$2,459.25 \$7,377.75 \$131.16/hour CAT 966 G/H	\$950.00 \$2,750.00 \$7,500.00 \$275.00 for 1" 50 miles \$4.95 per mile over 50			\$878.00 \$2,633.00 \$7,900.00 \$450/\$450 JD 724K		
MAN LIFTS (SCISSOR LIFTS)								
34' Articulating Boom MFR/MODEL	Daily Weekly Monthly Delivery			\$231.00 \$745.50 \$1,787.50 \$275.00/each way GENIE 2342				\$254.00 \$400.00 \$1,695.00 \$165 GENIE Z3472N
44' Articulating Boom MFR/MODEL	Daily Weekly Monthly Delivery				\$195.00 \$479.00 \$1,623.00 \$104.83/each way			\$302.00 \$752.00 \$1,772.00 \$165 JLG 450AS
60' Articulating Boom MFR/MODEL	Daily Weekly Monthly Delivery			\$412.50 \$1,199.00 \$2,880.00 \$275.00/each way JLG/GENIE/SKY JACK	\$294.00 \$648.00 \$2,183.00 \$104.83/each way			\$419.00 \$836.00 \$2,416.00 \$165 JLG600AS
11' Scissor Lift, Electric MFR/MODEL	Daily Weekly Monthly Delivery							

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
15' Scissor Lift, Electric MFR/MODEL	Daily Weekly Monthly Delivery				\$60.00 \$147.00 \$328.00 \$104.83/each way			\$119.00 \$186.00 \$401.00 \$165 SKY/JACK S5113215
20' Scissor Lift, Electric MFR/MODEL	Daily Weekly Monthly Delivery			\$132.00 \$258.50 \$401.50 \$275.00/each way GENIE GS1930	\$60.00 \$147.00 \$328.00 \$104.83/each way		\$62.84 \$174.15 \$284.49 N/C - SEE NOTE ABOVE GENIE/JLG	\$119.00 \$217.00 \$353.00 \$165 SKY/JACK S5113219
25' Scissor Lift, Electric MFR/MODEL	Daily Weekly Monthly Delivery				\$76.00 \$320.00 \$392.00 \$104.83/each way			\$147.00 \$310.00 \$593.00 \$165 SKY/JACK S5114628
26' Scissor Lift, Electric MFR/MODEL	Daily Weekly Monthly Delivery			\$148.50 \$313.50 \$638.00 \$275.00/each way GENIE 2632 or 2646	\$76.00 \$320.00 \$392.00 \$104.83/each way		\$80.39 \$229.31 \$505.09 N/C - SEE NOTE ABOVE GENIE/JLG	\$147.00 \$310.00 \$593.00 \$165 SKY/JACK S5114626
40' Straight Mast MFR/MODEL	Daily Weekly Monthly Delivery	\$170.00 \$475.00 \$1,325.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 GENIE Z45		\$258.50 \$836.00 \$1,941.50 \$275.00/each way GENIE S-40 or S-45	\$191.00 \$468.00 \$1,511.00 \$104.83/each way		\$174.50 \$560.24 \$1,553.03 N/C - SEE NOTE ABOVE GENIE	\$300.00 \$746.00 \$1,543.00 \$165 JLG 400S
60' Straight Mast MFR/MODEL	Daily Weekly Monthly Delivery	\$225.00 \$775.00 \$1,800.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 GENIE S65		\$412.50 \$1,210.00 \$2,849.00 \$275.00/each way GENIE S-60 or S-65	\$294.00 \$637.00 \$1,883.96 \$104.83/each way		\$229.31 \$780.06 \$1,883.96 N/C - SEE NOTE ABOVE GENIE	\$356.00 \$760.00 \$2,184.00 \$165 JLG 660S5
80' Straight Mast MFR/MODEL	Daily Weekly Monthly Delivery	\$400.00 \$1,365.00 \$3,500.00 \$82.02 for 1 st 50 miles \$4.15 per mile over 50 GENIE S85		\$616.00 \$2,330.00 \$5,280.00 \$275.00/each way GENIE or JLG	\$408.00 \$1,093.00 \$3,582.00 \$104.83/each way			\$582.00 \$1,156.00 \$3,884.00 \$165
PUMPS								
Pignull MFR/MODEL	Daily Weekly Monthly Delivery							
Hydrostatic Test, PSI 1500 MFR/MODEL	Daily Weekly Monthly Delivery						\$82.61 \$284.47 \$759.91 N/C - SEE NOTE ABOVE MULTIQUIP	\$91.00 \$358.00 \$492.00 \$105 RICE DPH3B
Hydrostatic Test, PSI 3000 MFR/MODEL	Daily Weekly Monthly Delivery							\$91.00 \$358.00 \$492.00 \$105 RICE DPH3B
2" Trash, w/ 100' Discharge Hose MFR/MODEL	Daily Weekly Monthly Delivery				\$44.00 \$133.00 \$400.00 \$104.83/each way		\$68.70 \$233.72 \$622.01 N/C - SEE NOTE ABOVE MULTIQUIP	\$72.00 \$186.00 \$463.00 \$105 MQ QP2TH

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
3" Trash, w/ 100' Discharge Hose MFR/MODEL	Daily Weekly Monthly Delivery				\$55.00 \$163.00 \$488.00 \$104.83/each way		\$71.23 \$241.88 \$640.33 N/C - SEE NOTE ABOVE MULTIQUIP	\$81.00 \$199.00 \$494.00 \$105 MP QP3TH
4" Trash, w/ 100' Discharge Hose MFR/MODEL	Daily Weekly Monthly Delivery						\$104.08 \$379.33 \$1,018.68 N/C - SEE NOTE ABOVE MULTIQUIP	\$338.00 \$671.00 \$2,014.00 \$105 THOMPSON GVDDST42011
6" Trash, w/ 100' Discharge Hose MFR/MODEL	Daily Weekly Monthly Delivery							
SCRAPERS								
150 HP, 11-13 CY, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$565.63 \$2,262.51 \$6,787.53 \$120.23/hour CAT 613CII	\$848.00 \$2,385.00 \$6,363.00 \$250.00 for 1" 50 miles \$4.50 per mile over 50 CAT 613G					
250 HP, 15-17 CY, EROPS MFR/MODEL	Daily Weekly Monthly Delivery							
330 HP, 20-23 CY, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$1,106.66 \$4,426.65 \$13,279.95 \$153.02/hour CAT 623 F/G	\$1,795.00 \$5,195.00 \$14,500.00 \$500.00 for 1" 50 miles \$8.95 per mile over 50 CAT 623G					
SKID STEERS								
40-50 HP MFR/MODEL	Daily Weekly Monthly Delivery				\$154.00 \$342.00 \$819.00 \$104.83/each way	\$256.00 \$767.00 \$2,300.00 \$250/\$250 JD 318	\$174.15 \$560.24 \$1,332.41 N/C - SEE NOTE ABOVE BOBCAT 325/JD 27D	\$204.00 \$444.00 \$1,264.00 \$165 BOBCAT S160
50-60 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$165.00 \$495.00 \$1,300.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 CAT 226		\$165.00 \$364.00 \$851.00 \$104.83/each way	\$300.00 \$900.00 \$2,700.00 \$250/\$250 JD 326		\$222.00 \$543.00 \$1,357.00 \$165 BOBCAT S185
60-70 HP MFR/MODEL	Daily Weekly Monthly Delivery				\$165.00 \$364.00 \$851.00 \$104.83/each way	\$300.00 \$900.00 \$2,700.00 \$250/\$250 JD 328		\$235.00 \$586.00 \$1,431.00 \$165 BOBCAT S570
70-80 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$225.00 \$730.00 \$2,190.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 CAT 246C		\$165.00 \$364.00 \$851.00 \$104.83/each way	\$333.00 \$1,000.00 \$3,000.00 \$250/\$250 JD 332		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
80-90 HP MFR/MODEL	Daily Weekly Monthly Delivery		\$300.00 \$975.00 \$2,925.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 CAT 262CXPS			\$333.00 \$1,000.00 \$3,000.00 \$250/\$250 JD 332		
SKID STEERS - ATTACHMENTS								
Auger MFR/MODEL	Daily Weekly Monthly Delivery		\$150.00 \$400.00 \$1,300.00 CAT A19B	\$73.00 \$180.00 \$448.00 \$104.83/each way		\$150.00 \$600.00 \$1,800.00 \$100/\$100 JD	\$216.07 \$779.10 \$2,233.42 N/C - SEE NOTE ABOVE BOBCAT	\$106.00 \$259.00 \$636.00 \$105 BOBCAT MODEL 30
Brush Grapples MFR/MODEL	Daily Weekly Monthly Delivery		\$90.00 \$270.00 \$800.00 CAT 72-JG RAKE			\$150.00 \$600.00 \$1,800.00 \$150/\$150 JD		\$81.00 \$223.00 \$603.00 \$105 BOBCAT 66" WIDE
Cold Planer MFR/MODEL	Daily Weekly Monthly Delivery		\$400.00 \$1,200.00 \$3,600.00 CAT PC206			\$250.00 \$1,000.00 \$3,000.00 \$250/\$250 JD		
Shear MFR/MODEL	Daily Weekly Monthly Delivery					\$250.00 \$1,000.00 \$3,000.00 \$250/\$250 JD		
SKID STEERS - TRACK								
50-75 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery			\$209.00 \$440.00 \$1,376.00 \$104.83/each way		\$289.00 \$867.00 \$2,600.00 \$250/\$250 JD 323D		\$211.00 \$674.00 \$1,659.00 \$165 BOBCAT T190
75-100 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery		\$300.00 \$1,200.00 \$3,900.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 CAT 259B3			\$333.00 \$1,000.00 \$3,000.00 \$250/\$250 JD 329E		\$315.00 \$783.00 \$1,677.00 \$165 TAKEUCHI TL240
SWEEEPERS								
Broom, Self-propelled, Open MFR/MODEL	Daily Weekly Monthly Delivery							\$250.00 \$833.00 \$2,012.00 \$165 LAYMOR SM250
Broom, Self-propelled, Enclosed, AC MFR/MODEL	Daily Weekly Monthly Delivery		\$195.00 \$695.00 \$1,595.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 BROCE CR350				\$206.18 \$720.85 \$1,933.38 N/C - SEE NOTE ABOVE BROCE	\$250.00 \$833.00 \$2,012.00 \$165 BROCE KR350
Street, Minimum 5 CY Hopper Capacity, Minimum 92" Sweeping Width MFR/MODEL	Daily Weekly Monthly Delivery							

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
TRENCHERS								
Ride-On, 32" Depth MFR/MODEL	Daily Weekly Monthly Delivery							\$333.00 \$833.00 \$2,077.00 \$165 DITCH WITCH RT40
Ride-On, 48" Depth MFR/MODEL	Daily Weekly Monthly Delivery						\$155.44 \$555.38 \$1,587.06 N/C - SEE NOTE ABOVE DITCH WITCH	\$333.00 \$833.00 \$2,077.00 \$165 DITCH WITCH RT40
Walk-Behind, 4"W x 24"D MFR/MODEL	Daily Weekly Monthly Delivery			\$247.50 \$649.00 \$1,622.50 \$275.00/each way MO	\$312.00 \$1,105.00 \$2,793.00 \$104.83/each way		\$150.00 \$532.99 \$1,429.49 N/C - SEE NOTE ABOVE DITCH WITCH	
TRUCKS - ASPHALT DISTRIBUTOR								
1500 Gallon MFR/MODEL	Daily Weekly Monthly Delivery						\$211.95 \$618.47 \$1,238.25 N/C - SEE NOTE ABOVE FORD	
3000 Gallon MFR/MODEL	Daily Weekly Monthly Delivery							
TRUCKS, DUMP								
5 CY Bobtail MFR/MODEL	Daily Weekly Monthly Delivery				\$187.00 \$626.00 \$1,474.00 \$104.83/each way		\$216.67 \$719.10 \$2,233.42 N/C - SEE NOTE ABOVE FORD	\$295.00 \$774.00 \$2,033.00 \$165 FORD F750
10 CY, 10-Wheel MFR/MODEL	Daily Weekly Monthly Delivery				\$446.00 \$1,612.00 \$3,406.00 \$104.83/each way			\$557.00 \$1,582.00 \$3,955.00 \$165 FREIGHTLINER M2
WATER - HAULING/STORAGE, ETC.								
Klein Tower, 12000 GAL MFR/MODEL	Daily Weekly Monthly Delivery	\$122.96 \$491.85 \$1,475.55 \$120.23/hour Klein 12,000	\$100.00 \$350.00 \$1,050.00 \$195.00 MEGA 12K TOWER			\$107.00 \$428.00 \$1,284.00 \$900/\$900		
Pull, 5000 GAL, 150 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$516.44 \$2,065.77 \$6,197.31 \$120.23/hour CAT 613WW	\$650.00 \$2,600.00 \$7,800.00 \$250.00 CAT 613G WW			\$844.00 \$2,533.00 \$7,600.00 \$900/\$900 JD 250		
Pull, 8000 GAL, 330 HP, EROPS MFR/MODEL	Daily Weekly Monthly Delivery	\$811.55 \$3,246.21 \$9,738.63 \$133.02/hour CAT 621/623WW	\$1,600.00 \$4,800.00 \$14,400.00 \$500.00 for 1 st 50 miles \$8.95 per mile over 50 CAT 621WW			\$1,267.00 \$3,800.00 \$11,400.00 \$900/\$900 JD 8000 4000		

BID ITEM	UNIT	ECCO Equipment Corp.	Empire Southwest, LLC	H&E Equipment Services, Inc.	Hertz Equipment Rental Corp.	RDO Equipment Co.	Sunstate Equipment Co.	United Rental
Truck w/ Front/Rear/Side Discharge, 2000 GAL Capacity and Siphon Capabilities MFR/MODEL	Daily Weekly Monthly Delivery		\$200.00 \$600.00 \$1,200.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 KENWORTH 2K Truck		\$241.00 \$866.00 \$1,659.00 \$104.83/each way			\$259.00 \$774.00 \$1,878.00 \$165 FORD F750
Truck w/ Front/Rear/Side Discharge, 4000 GAL Capacity and Siphon Capabilities MFR/MODEL	Daily Weekly Monthly Delivery		\$400.00 \$1,200.00 \$3,600.00 \$82.02 for 1" 50 miles \$4.15 per mile over 50 KENWORTH 4K Truck		\$429.00 \$1,499.00 \$2,893.00 \$104.83/each way			\$432.00 \$1,516.00 \$3,555.00 \$165 FREIGHTLINER M2
Wagon, 500 GAL, w/ Pump and Hose MFR/MODEL	Daily Weekly Monthly Delivery			\$115.50 \$286.00 \$660.00 \$275.00/each way	\$55.00 \$164.00 \$452.00 \$104.83/each way		\$75.76 \$259.31 \$730.56 N/C - SEE NOTE ABOVE WATER DOG	\$108.00 \$334.00 \$553.00 \$105 MAGNUM MWT



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. h.

Meeting Date: 11/12/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Old Skate Park Facility, Community Center

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of two sets of basketball equipment for installation at the Community Center Park from Exerplay, Inc. in an amount not to exceed \$3,040.14; and update on negotiations with California Skateparks for design of a new skate park.

RECOMMENDED ACTION:

Approve the purchase of two sets of basketball equipment for the Community Center Park from Exerplay, Inc. in an amount not to exceed \$3,040.14.

SITUATION AND ANALYSIS:

On March 13, 2011, the Town Council gave staff direction to remove old and antiquated skate park equipment from a flat slab of concrete that was historically used as a basketball court. At this meeting, the Town Council directed staff not to install basketball equipment on the vacant concrete because of the appearance that the Town was not going to replace the skate park. At the request of the Parks and Recreation Advisory Board, staff has been asked to present this item to Council a second time for consideration.

Staff has been in negotiations with California Skateparks for the design of a new skate park. The scope of work is only a draft and is attached for information purposes. The scope is being provided to show the Council that some movement is happening on the skate park. The fees for the design of the skate part are NOT part of this agenda item and are NOT budgeted.

Because staff is working with California Skateparks on the design of the skate park, the Parks and Recreation Advisory Board have proposed to replace two basketball standards on the vacated concrete. Because of previous direction, and fact that this item is not in the current

budget, staff has prepared this item for the Council's consideration.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 13-63-5470

Available: \$3,040.00

Funding Source:

Funds to come from Parks Impact Fees.

Attachments

Price Quote

Draft Skate Park Scope

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505.281.0155
Toll Free 800.457.5444
www.exerplay.com



DATE NUMBER
10/25/2013 JD102413-2
TERMS: Net 30

QUOTATION prepared for:
Chino Valley, Town of

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155 or
email to: john@exerplay.com

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	CHINO VALLEY COMMUNITY CENTER PARK - BASKETBALL EQUIPMENT			
Gared GN45-5	GARED Standard-Duty 4 1/2" O.D. Front Mount Gooseneck Post with Braces, 5' Extension	2	655.00	1,310.00T
Gared 1750B	36 1/2" x 54" White Powder-Coated Aluminum Fan-Shape Backboard with Orange Target & Border	2	410.00	820.00T
Gared 240	Super Fixed Goal with Nylon Net	2	92.00	184.00T
Freight	Freight/Shipping Charges	1	441.00	441.00T
Notes	Pricing is for the above listed equipment only and does not include installation, off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable bonds or permits. There will be a 3% fee added to your invoice if you choose to pay by credit card.			
SM	For more information please contact Steve Moore at (928) 830-9459, or steve@exerplay.com - PRICING IS GOOD FOR 30 DAYS -			
	Sales Tax: CV-YAV-017-R		285.14	285.14

REP Quote prepared by John Clark
SM john@exerplay.com

TOTAL

\$3,040.14



MODEL GN45-5

GOOSENECK OUTDOOR BASKETBALL SYSTEM

GN45-5

This unit uses a gooseneck design to extend the backboard 60" out from the post. The post shall be 4 1/2" O.D. x 0.18" wall galvanized pipe. The mounting plate is used as a direct goal attachment for the backboard. Two braces extending from the upper mounting points of the backboard to the gooseneck extension provide added rigidity to the system. The system can be used with all outdoor front and rear mount boards and goals.

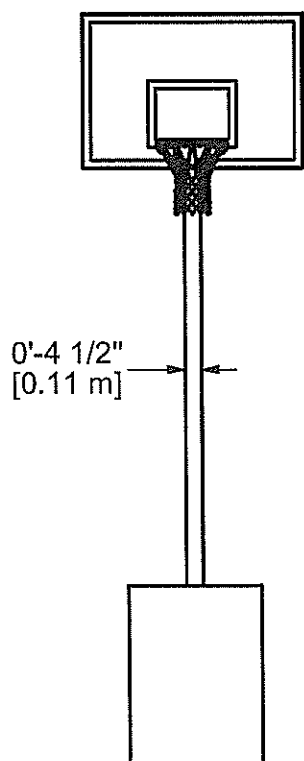
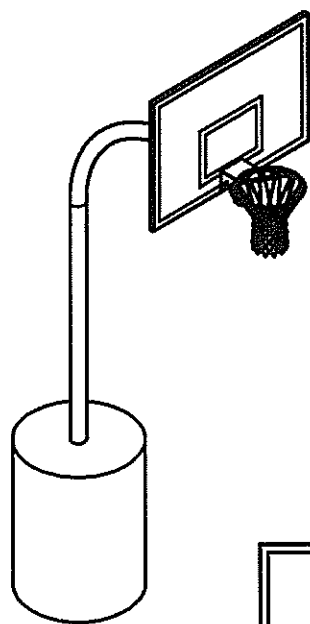
Post shall extend into the concrete footing at least 36". Concrete footing shall be 24" minimum in diameter and 48" minimum deep.

Concrete for installation not included.

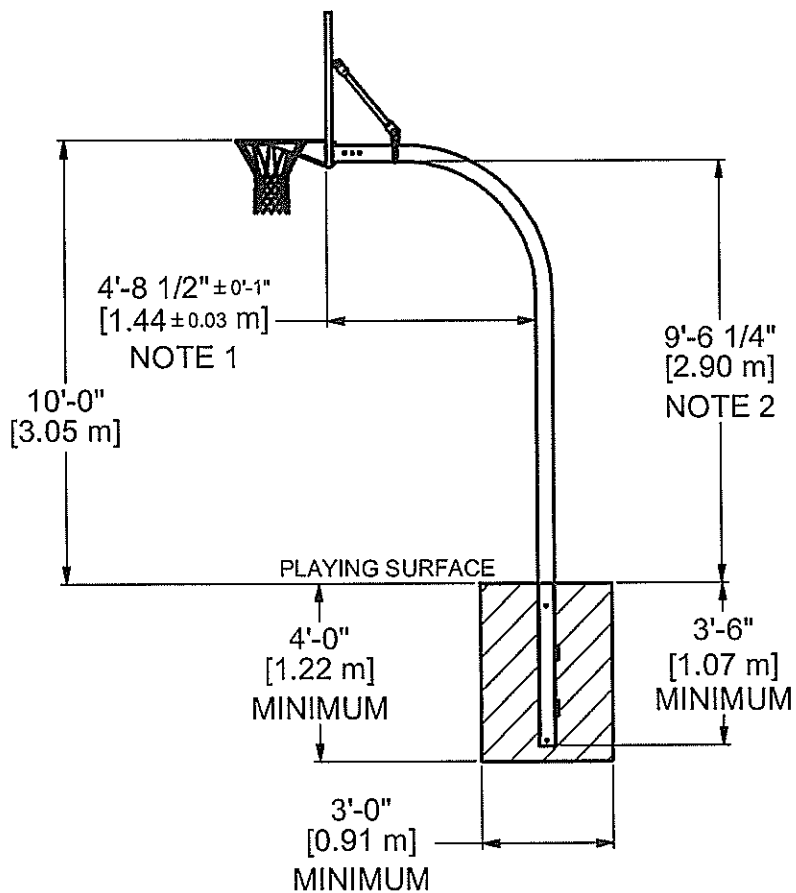
Subject to design change and current manufacturing practices.
Revised April 4, 2008 ©2008 Gared Holdings, LLC

NOTES:

- 1) DIMENSION IS FROM FRONT SURFACE OF POST TO FRONT FACE OF BOARD
- 2) DIMENSION IS FROM UNDERSIDE OF POST ARM SURFACE TO THE PLAYING SURFACE



CONCRETE
BY OTHERS



Gared Holdings, LLC
9200 E. 146th St. Noblesville, IN 46060

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4 1/2" BRACED GOOSENECK SYSTEM

DRAWN	CONNERLEY	DATE	6/11/2010	DATE ISSUED	6/11/2010
APPROVED	CONNERLEY	DATE	6/11/2010		

FILE LOC. Q:\Inventor Files\Specification Files

SIZE	SCALE	SHT. NO.	PART NO.	REV
A	NONE	1 OF 1	GN45-5	



MODEL 1750B

35-1/2" X 53 1/2" FAN SHAPED ALUMINUM BACKBOARD WITH WHITE POWDER COATED FINISH AND ORANGE BORDER AND TARGET

The 1750 backboard shall be a one-piece permanent mold, 319 aluminum alloy casting with a 1-1/4" flange around outer edge. Backboard shall have eight mounting holes, which shall be reinforced with cast in-place threaded steel inserts for 3/8-16 bolts. 1/4" wide and 1" deep ribs deep ribs reinforce the board mounting inserts and the goal mounting holes.

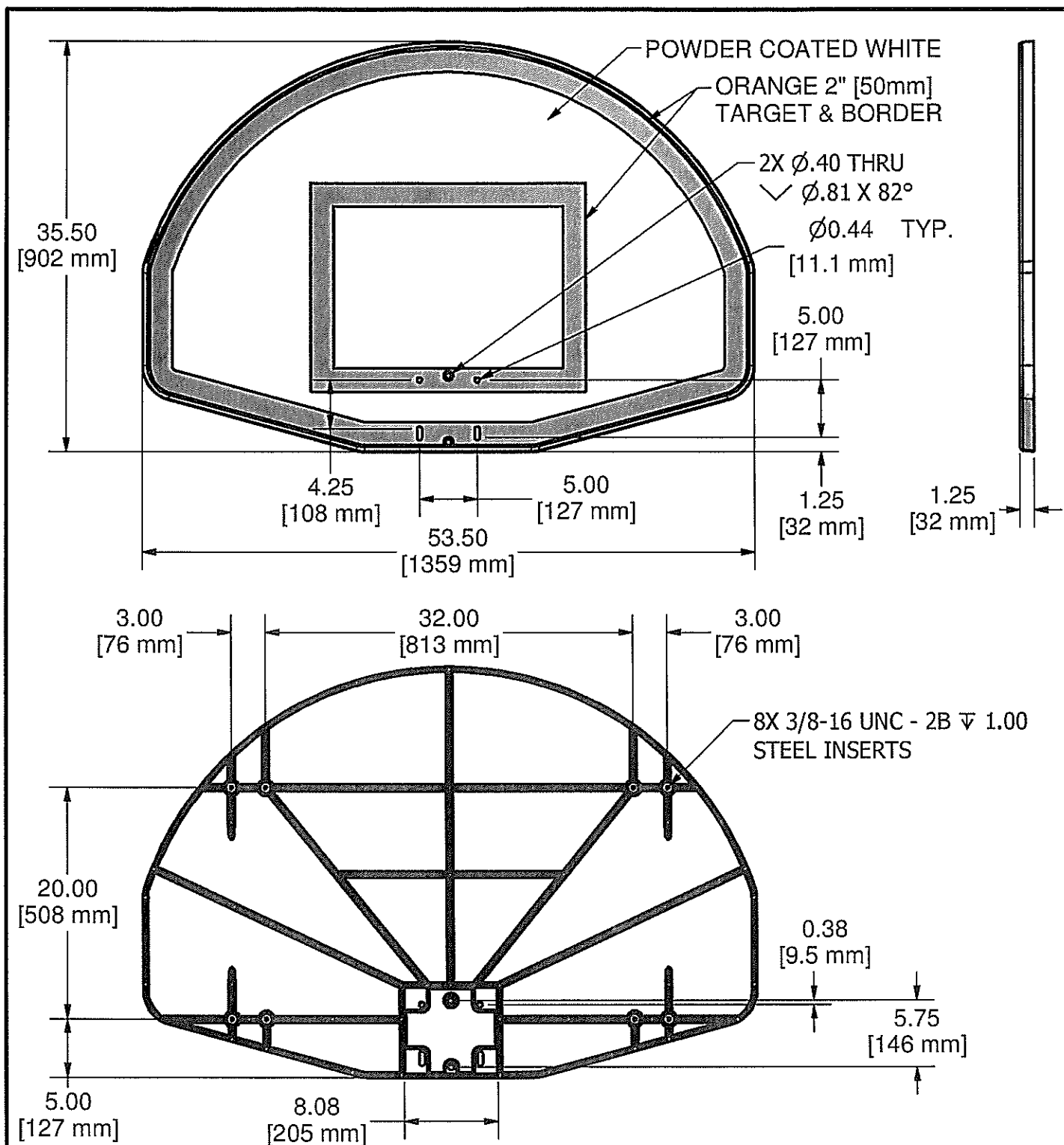
FINISH

Backboard surface shall have a white powder coated finish with an orange border and target silk-screened on face for permanent markings.

ACCESSORIES

GOALS

Backboard shall have a 5" horizontal and a slotted vertical goal mounting holes to accommodate hole patterns from 5" vertical to 4.25 vertical. Compatible goals are models 726, 5500, 7550, 8550, 7555, 140, 240, 39WO, and 4039.



REV	BY	DATE



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FAN-SHAPED ALUM BACKBOARD W/BORDER

DRAWN	CROSBY	DATE	3/27/2012	DATE ISSUED
APPROVED		DATE		3/27/2012

FILE LOC. Q:\Inventor Files\Specification Files\07_Backboards

SIZE	SCALE	SHT. NO.	PART NO.	REV
A		1 OF 2	1750B-001	



MODEL 240

PARK AND RECREATION FIXED SUPER GOAL

The 240 goal shall be constructed with an official sized 18" double ring of 5/8" and 1/2" diameter steel with no-tie net attachment. A 6 1/2" x 7" back plate shall accommodate most 42" and 48" rectangular and fan-shape backboards. Brace shall be 7/16" diameter all welded construction.

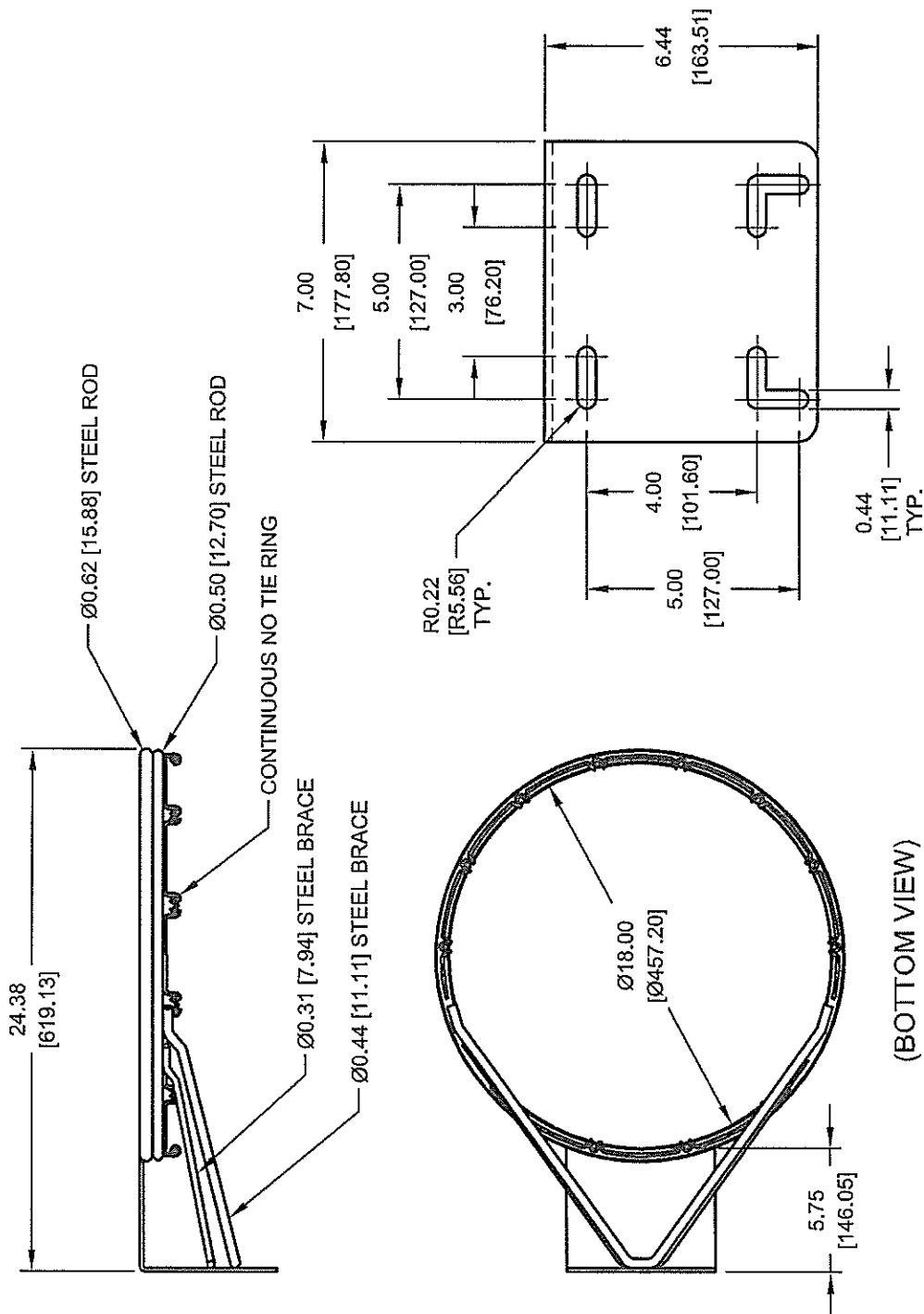
Goal shall have a durable orange powder coated finish and come complete with nylon net and hardware.

ACCESSORIES

BACKBOARDS

Compatible backboards are models 1301B, 1342B, 1370B, 1245T, 1270B, 1272B, 1401B, 1442B, and 1750B. See backboard section in specification manual.

Subject to design change and current manufacturing practices.
Revised April 4, 2008 ©2008 Gared Holdings, LLC



MOUNTING PLATE VIEW
SCALE 2:1

(BOTTOM VIEW)

NOTE:
FINISH - OFFICIAL ORANGE POWDER COAT.
GOAL IS SUPPLIED WITH NYLON NET AND HARDWARE.

REVISION		
REV.	DATE	BY
A	12/20/06	WAE
B	04/21/08	RWP



Gared Holdings, LLC
9200 E. 146th St. Noblesville, IN 46060

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PARK & REC. FRONT MOUNT SUPER GOAL

DRAWN	CONNERLEY	DATE	12/04/03	MATERIAL	N/A
APPROVED	JJC	DATE	12/04/03	FINISH	AS NOTED
FILE LOC.	Q:\Final Release\Specifications			DWG. NO.	240
SIZE	SCALE	SHT. NO.	PART NO.		
A	NONE	1 OF 1	240		
				REV	B

DRAFT

September 26, 2013

Chris Bartel

Chino Valley, Arizona

RE: Chino Valley Skatepark

Dear Chris,

SCOPE OF SERVICES

California Skateparks, Inc.'s project team is prepared to perform all the necessary work to complete this project with the highest level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all of the project goals and expectations. This proposal, should it be accepted by you, shall be considered the outlined scope of work for this project, which consists of a concrete skate park meeting the needs of the City process, community input and professional design services.

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost and budget.
- To conduct the public design workshop.

1.1 Project Kick-off Meeting #1 (CSP/CLIENT) PHONE CONFERENCE

- CSP will issue a data sheet/questionnaire for the Client to complete prior to the first project meeting. This data sheet will assist CSP in the programming and design of the skate park.
- Meet with City/Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.

1.2 Data Collection (CSP / CLIENT)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the Client.

1.3 Skate Park Flow and Skill Level Diagrams (CSP)

- Develop two (2) alternative bubble diagrams illustrating the layout and program relationships of the skate park to the overall master plan amenities.
- Diagram skill levels, approximate size of amenities and circulation throughout each transition zone.

1.4 Project Meeting #2 & Public Meeting #1 (CSP/CLIENT)

- City/Client shall locate and reserve the room(s) for each of the below listed meetings.
- City/Client shall provide CSP with any operational or maintenance issues pertaining to the park within the Client's oversight. CSP will use this information to respond to any existing park issues that may be addressed in the design of this project.
- City/Client shall provide CSP with any applicable municipality and surrounding area guidelines, specifications, and detailing as it relates to any designed element within the project. Client & City shall additionally inform CSP of any special requirements for this particular project (city approved development plans, previously approved conceptual plans, special guidelines, area plans, etc.).
- Three separate meetings will occur on the same date:
 - Client Staff Meeting #1 – This meeting will include the Client Staff.
 - Design Team/Project Consultant Meeting – This meeting will include the Client Staff, City Staff, public agencies and any team consultants related to the project.
 - Public Design Workshop.

Task 1.0 Deliverables

- 1.1 Memorandum of project understanding and scope – submitted to Client & City for review and approval.
- 1.2 Matrix delineating requested items and status of each item (received/waiting on information). Matrix shall be issued to client after Design Team Meeting #1.
- 1.3 CSP shall use the existing preliminary park master plan as the deliverable for this task.

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Skate Park Conceptual Layout Plans (CSP)

- Based upon specific design criteria gathered from the Client/City and public input obtained from the first public meeting, CSP will prepare (2) conceptual design plans that will depict site facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
 - Develop a maximum of two (2) conceptual skate park designs identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
 - Pedestrian access and circulation system.
 - Relationship between skate park and existing/proposed recreation areas.
 - Landforms and grading concept (skate park only).

2.2 Develop Final Skate Park Schematic Master Plan (CSP/CLIENT)

- Develop (1) final park master plan based on conceptual layouts, design team input, City input, client input, and public design workshop comments.

2.3 Preliminary Skate Park Cost Estimate (CSP)

- Determine preliminary cost for skate park.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

Task 2.0 Deliverables

- 2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.
- 2.2 Final skate park schematic master plan.
- 2.3 Preliminary costs for skate park based on current market conditions.

TASK 3.0-DESIGN DEVELOPMENT PHASE (50% Client Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
 - To refine an estimate of probable construction cost and budget.
 - Upon review by the Client/ City of the Schematic Design plans, CSP shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.
- 3.1 Project Meeting #3 – DD Coordination (CSP/CLIENT) PHONE CONFERENCE**
- CSP will make available to the Client a copy of the final plan prior to project meeting.
 - Evaluate skate park plan for security, access and code compliance.
 - Review plan for innovation, value engineering, and review design schedule.
- 3.2 Materials Research (CSP)**
- Identify proposed materials and furnishings to be used within the skate park project.
 - Identify all products by manufacturer and approximate cost.
- 3.3 Prepare Base Information (CSP)**
- Prepare base information for inclusion in all future design documents.
 - CSP will coordinate drawings within our scope of work with Project Design Team members as updates become available.
- 3.4 Site Plan (CSP)**
- Convey major CSP features relevant to the skate park's placement on CSP. Site survey will be provided by CLIENT.
- 3.5 Preliminary Skate Park Material Reference Plan (CSP)**
- Identify all major amenities in the skate park Master Plan by keynote description.
 - Reference all major details, enlargements and sections.
- 3.6 Preliminary Layout Plan (CSP)**
- Final location of skate park using horizontal coordinates, curve data & vertical elevations.
 - Enlarged layout plan for the skate park using horizontal coordinates, curve data & vertical elevations.
- 3.7 Axon Plan (CSP)**
- CSP shall prepare a 3-D rendering of the skate park for the Client & City.
- 3.8 Preliminary Grading and Drainage Plan & Coordination (CSP/ CIVIL ENGINEER)**
- Proposed spot grades at necessary points to convey intended elevations and direction of flow by CSP.
 - Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by CLIENT.
- 3.9 General Skate Park Lighting Guidelines (CSP/ ELECTRICAL ENGINEER)**
- CSP will provide general skate park lighting guidelines to the Electrical Engineer to aid in the design of appropriate lighting layout for the skate park. Electrical plans to be prepared by CLIENT hired Electrical Engineer.
- 3.10 Sections/Profiles Plan (CSP)**
- Vertical sections at appropriate scale conveying the overall skate park design intent.
- 3.11 Construction Details (CSP/PROJECT DESIGN TEAM)**
- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.
- 3.12 Specifications (CSP/PROJECT DESIGN TEAM)**
- Provide 50% specifications for all elements within this project that falls under this scope of work within the project limit work lines.
- 3.13 Preliminary Statement of Probable Construction Costs – 50% (CSP)**
- Prepare cost estimate for the skate park within the project's limit of work.
- 3.14 50% Client Review Submittal (CITY/CLIENT/CSP)**
- Submit 50% plan set, specifications, and construction estimate for review by Client & City.

- It shall be the responsibility of the Client & City to review all material and respond to CSP with any comments or questions in a timely manner.
- 3.15 Project Meeting #4 – DD Review (CSP/CLIENT/CITY) PHONE CONFERENCE**
- Client & City review of 50% submittal.

Task 3.0 Deliverables

- 3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
- 3.2 Cut-sheets and/or product samples for submittal to client for review and approval.
- 3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 50% plan set.
- 3.4+ (1) 24"x36" 50% plan set
(1) Set 50% Specifications
(1) Cost Estimate

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS (90%-100%)

Objectives:

- Upon review by the Client of the Design Development documents, CSP shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
 - The construction documents shall include all items necessary to build the entire skate park.
 - Construction documents shall include, but not be limited to: layout, grading & drainage, materials and other plans as necessary to facilitate the construction of the proposed project.
 - CSP will submit 90% plans to the appropriate agencies for review, revisions, and approval.
 - Make required revisions as requested by the Client, City, & Building Department to present to the Client 100% final, professional sealed plans for bidding.
- 4.1 Project Meeting #5 – CD Overview (CSP/CLIENT) PHONE CONFERENCE**
- Review approved Design Development drawings and Master Schedule.
- 4.2 90% Construction Documents (CSP/PROJECT DESIGN TEAM)**
- CSP will finalize plans to facilitate construction of this skate park project. These 90% construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Grading and Drainage Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities
- 4.3 Statement of Probable Construction Cost – 90% (CSP/PROJECT DESIGN TEAM)**
- Develop spreadsheet of all skate park improvement quantities and unit rates for probable construction cost.
 - If necessary, CSP will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
 - A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.
- 4.4 90% Specifications (CSP/PROJECT DESIGN TEAM)**

DRAFT

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.
- 4.5 100% Biddable & Permitted Construction Document Submittal (CSP/PROJECT DESIGN TEAM)**
- CSP will finalize plans to facilitate construction of this skate park project. These final construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Grading and Drainage Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities

Task 4.0 Deliverables

- 4.1 Three (3) sets of fully signed and sealed bid-ready improvement plans.
 - 4.2 Revised statement of probable costs.
 - 4.3 Revised specifications.
 - 4.4 Final submittal from CSP to the Client's Project Managers shall include the following:
 - Original construction drawings.
 - Original technical specifications and table of contents in either PDF or Word format Client to provide CSP with final submittal requirements.
 - Should the City/Client request digital files of the work done for archiving purposes CSP will provide PDF files per City requirements. Electronic files are for City/Client reference only. Construction shall be based on signed and sealed hard copy plans only.
- Submittals will be printed on One (1) set of Bond.
- Final signed and sealed submittal will be printed on Bond.

DRAFT**TASK 5.0-POST DESIGN SERVICES****BIDDING SERVICES****Objectives:**

- Provide a list of Contractors with experience in skate park construction.
- Help the Client during the bidding phase to provide project clarification to potential bidders.
- Issue any changes or value engineering during the project bidding phase.

5.1 Bidding Questions/Clarifications/Interpretations (CSP)

- During the bidding phase CSP shall provide all potential bidders with clarifications to any project related questions on CSP's skate park plans and specifications.
- CSP will document the results for each requested clarification and submit all answers to the Client's elected Project Manager for distribution to all bidders.

5.2 Addenda (CSP)

- Develop and provide to the Client the required project addenda during the project-bidding phase.

CONSTRUCTION OBSERVATION**Objectives:**

- Aid the Client in determining in general if the Work is proceeding in accordance with the Contract Documents.
- CSP shall provide observation of the implementation of work designed by CSP within the construction documents, and shall advise and consult with the Client/City. Issues relating to CSP's work will be conveyed and communicated to the Client/City representative for evaluation and direction to the contractor.
- CSP will visit the CSP during specific critical points in the construction of the skate park. CSP shall not be required to make exhaustive or continuous on-CSP inspections to check the quality or quantity of work outside the scope of work.
- CSP's role shall be to ensure that the contractor is performing the work in accordance with the contract documents and design intent. CSP shall not be responsible for construction means, methods, techniques, sequences for procedures, or for safety precautions in connection with work, or for the contractor's failure to carry out the work per local codes, ordinances, and guidelines.

5.3 Pre-Construction Conference (CSP) PHONE CONFERENCE

- CSP shall not be responsible for the acts or omissions of the contractor or any sub-contractors, or any of the contractors or sub-contractor's agents or employees, or any other persons performing any of the work. To insure that the intent of working drawings is carried out, at least five working days notice is required for approval of deviations of field changes related to the drawings and specifications prepared by CSP. Changes shall be approved in writing by CSP before the contractor is authorized to make those changes.

5.4 Progress Review/Inspections (CSP)

- Progress reports shall be provided following each site visit to the Client/City indicating the progress of the project, quality of construction methods, specific problem areas and state of completion. These reports are for the sole purpose of assisting the Client/City in its management of the construction process.
- CSP shall photograph work during site visits and include photos with each written progress report for the Client's records.

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- CSP shall review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents by CSP.
- The Client/City shall have the final decision and approval on all matters related to design and construction. CSP shall make recommendations in matters relating to artistic/technical effect which will be final if consistent with the intent of the contract documents. CSP will make recommendations to the Client/City to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.
- A CSP representative shall have access to the work at all times and shall make periodic visits to the site as scheduled below to become familiar with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. The primary basis of on-site observations will be to guard the Client/City against defects and deficiencies in the work of the contractor.

5.5 Substantial Completion Review (CSP)

- In addition, CSP shall not be responsible for the contractor's applications for payment. This will be the responsibility of the designated Project Manager on all items designed and detailed by CSP. However, CSP will advise and inform on the completeness of each phase of work within their scope.

5.6 Project Closeout (CSP)

CSP VISITS - CONSTRUCTION OBSERVATION	ITEM
Submittals/ Shop Drawings Review	delivery service/phone - CSP
Pre-Construction Meeting.....	delivery service/phone - CSP
Excavation Review-Rough.....	#1
Excavation Review-Fine.....	#1
Rebar layout review	#2
Forms and Coving Review.....	#2
Shotcrete Review	#3
Project Close-out.....	#4

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- Proposal is based upon creating a master plan for the allocated skate park area. Construction documents will be created for (+/- 10,000-15,000 SF of Skatepark.)
- All written documents will be generated using Microsoft Word, Version 2007.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2007.
- All project scheduling will be generated using Microsoft Project 2007.
- The Client will provide all existing digital files to CSP that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2011 format).
- All drawings will be reviewed and stamped by the necessary discipline retained by Client. CSP will retain a Civil Engineer and Structural Engineer. Architect, Landscape Architect, Electrical Engineer, Geotechnical Engineer, or any specialty consultants that may be required for the project are not part of this proposal.
- The Client shall be provided with Adobe PDF files of technical specifications for all items covered under CSP's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:

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- Plan Processing Requirements – The Client shall outline to CSP and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide CSP with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist CSP and the design team in the submittal and approval process during the entire duration of the project.
- Budgeting – The Client shall inform CSP of the proposed construction budget of this project.
- Gather existing reports/studies/record drawings – The Client shall provide CSP with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide CSP and design team any available “as-built” plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
- Coordination of Utilities – The Client shall provide CSP with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to CSP for each utility company involved in the project site.
- Survey and Mapping – The Client shall provide CSP with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The Client shall provide CSP with a current overall base map displaying the site’s relief through contour and spot elevations. Should a current overall base map not exist, CSP can, upon the Client’s request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide CSP with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of CSP’s receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations. Should a current geo-technical report not exist, upon the Client’s request, CSP can interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the testing and preparation of the report.

PROJECT CONDITIONS

- Client Approvals. A written or verbal request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

DRAFT**FEES AND EXPENSES**

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment "A" and incorporated herein by this reference. Invoices will be mailed periodically from California Skateparks office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by California Skateparks. on behalf of Client shall be billed as per the attached 2013 Hourly Rate Sheet, Attachment "B". The parties understand and agree that California Skateparks. acts as consultant and specialty subcontractor and not as a prime consultant, general partner, joint venture, limited partner, or project manager.

CONTRACT PROVISIONS

1. The compensation due California Skateparks. for the work to be performed hereunder shall be set forth in Fees and Expenses 1, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due California Skateparks. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for California Skateparks. to proceed with the work.
2. Any cost estimates provided by California Skateparks. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures California Skateparks. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
3. Services in addition to those specified in Scope will be provided by California Skateparks. if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or such other document as deemed appropriate by Client and California Skateparks., and which is referenced under compensation.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, California Skateparks. should be listed as the Skate Park Architect. In addition, this contract represents non-exclusive approval by the Client for publication of the project by California Skateparks.
5. The Client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided California Skateparks. is not in default under this agreement, except by agreement in writing with appropriate compensation.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates California Skateparks. to safe keep or provide documents to Client, California Skateparks. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by California Skateparks. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of California Skateparks..
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to California Skateparks. to suspend activity on the project, California Skateparks. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and California Skateparks. shall be re-negotiated prior to resumption of work by California Skateparks. For purposes of this

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- Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty (60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
 9. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety (90) days shall be deemed justifiable grounds for declaration of default. Moreover, California Skateparks failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty (30) day's written notice by either party.
 10. Laws of the State of Oklahoma shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either Client or California Skateparks. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
 11. In the event legal action is brought by the Client or California Skateparks. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
 12. California Skateparks. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00.
 13. Any additionally required insurance coverage for this project will be billed directly to the client as a reimbursable expense.
 14. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
 15. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

DRAFT**ACCEPTANCE**

Should you have any questions regarding our proposed scope of work or if you would like us to make any revisions to the services outlined, please call. You may rest assured that if we are selected to be your Skate Park Architect, our entire staff will be committed to meeting your project schedules and to the overall success of your project. We look forward to helping you attain the maximum beauty and utility of your property.

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between California Skateparks, Inc. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

CALIFORNIA SKATEPARKS, INC.

By: _____
California Skateparks, Inc. Date _____

APPROVED BY CLIENT:

By: _____
CLIENT Date _____

DRAFT**ATTACHMENT A****FEE SCHEDULE****1.0 Project Fees**

Fees for the Services detailed in the proposed scope of work are outlined below. The fees are lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed below and will be billed as per Attachment "B".

Task - SCOPE OF SERVICES		FEE AMOUNT
1.0	Programming & Conceptual Design	\$5,250.00
2.0	Schematic Design Phase	\$7,550.00
3.0	Design Development (60%)	\$7,380.00
4.0	Final Construction Documents (90%-100%)	\$9,025.00
5.0	Bidding & Construction Observation	\$9,200.00
Total Design Fees		\$38,405.00
REIMBURSABLE EXPENSES (Not To Exceed Amount)		\$4,000.00
TOTAL DESIGN FEES		\$42,405.00

ATTACHMENT B

HOURLY RATE SCHEDULE Effective January 2013 through December 2013

HOURLY RATES

Project Manager	\$150
Professional Engineer	\$135
Project Planner	\$125
Construction Observation	\$100
Park Designer	\$95
Graphics/Web Designer	\$85
Cad Operator II	\$65
Administrative Assistant	\$55

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance and fuel charges)
- Accommodations (not to exceed \$200/night)
- Mileage (paid at \$0.60/mi)
- Meals (\$50.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

DIRECT COSTS

Blueprinting, reproduction, messenger service and all other direct expenses will be charged as an additional cost plus fifteen-percent (15%).

SUBCONSULTANTS

A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.