



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, DECEMBER 8, 2020
6:00 P.M.**

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

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

AGENDA

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a.** Presentation by Cathy Heath from LASER (Large Animals Shelter Rescue) regarding their organization and the rescue missions they perform. (Cecilia Grittmann, Town Manager)
 - b.** Presentation of Chino Valley Police Officer of the Year by the Chino Valley Elks Lodge.
 - c.** Recognition of Jack Miller for his service as Vice-Mayor from December 2018 until November 2020. (Mayor Darryl Croft)
 - d.** Recognition of elected officials for the following years of service:
 - Darryl Croft--two years as Councilmember, 3.5 years as Vice-Mayor, and four years as Mayor;
 - Mike Best--8.5 years as Councilmember and one year as Vice-Mayor; and
 - Jack Miller--three years as Councilmember and two years as Vice-Mayor. (Cecilia Grittmann, Town Manager)

3. **CALL TO THE PUBLIC**

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

4. **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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

5. **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. **p.7** Consideration and possible action to approve the November 10, 2020, regular meeting minutes. (Erin Deskins, Town Clerk)
- b. **p.15** Consideration and possible action to approve the November 17, 2020, special meeting minutes. (Erin Deskins, Town Clerk)
- c. **p.21** Consideration and possible action to approve the November 23, 2020, special meeting minutes. (Erin Deskins, Town Clerk)

6. **ACTION ITEMS**

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

- a. **p.25** Consideration and possible action to (i) approve the 70% Police Building Design, (ii) approve the First Amendment to Professional Services Agreement with Stroh Architecture, Inc. for completion of construction plans and (iii) authorize and direct staff to arrange for financing options and to solicit bids for construction. (Chuck Wynn, Police Chief)

Recommended Action: (i) Approve the 70% Police Building Design, (ii) approve the First Amendment to Professional Services Agreement with Stroh Architecture, Inc. for completion of construction plans and (iii) authorize and direct staff to arrange for financing options and to solicit bids for construction.

- b. Administer Oaths of Office to Mayor-Elect Jack Miller and Councilmembers-Elect Tom Armstrong, Eric Granillo, and Annie Perkins. (Cecilia Grittmann, Town Manager)

- c. Consideration and possible action to nominate and elect a Councilmember to serve as Vice-Mayor. (Erin Deskins, Town Clerk)

Recommended Action: The new Mayor shall nominate, and the new Council shall elect, a Councilmember to serve as Vice-Mayor.

- d. **p.51** Consideration and possible action to rezone approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance located on the east side of Kachina approximately 600 feet north of Red Cinder Road. (Will Dingee, Assistant Planner)

Recommended Action: Approve rezone of approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance located on the east side of Kachina approximately 600 feet north of Red Cinder Road.

- e. **p.69** Consideration and possible action to approve the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots located approximately 1,700 feet West of the Southwest corner of West Road 4 North and North Road 1 West. (Will Dingee, Assistant Planner)

Recommended Action: Approve the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots located approximately 1,700 feet west of the southwest corner of West Road 4 North and North Road 1 West with the following stipulations:

- Drainage report needs to be modified to the Town Engineer's specifications and comments as follows:
 1. The drainage reports shall quantify the overtopping depth and velocity at Road 4 North.
 2. Provide water modeling of the outlet structures at 4 North to show that velocities are low enough to prevent erosion.

3. Provide drainage summary map as requested.
4. Address miscellaneous comments as required by the Town Engineer.

- Prior to recordation of Final Plat a Letter of Credit shall be submitted to the Town in the amounts required by Section 5 of the Subdivision Regulations.

- f. **p.79** Consideration and possible action to reduce the stipulated right-of-way dedication under Ordinance 2019-872 from 25 feet to 15 feet in accordance with the new subdivision regulations and subsequently accept the dedication of the reduced right-of-way located 490 feet East of the Northeast corner of West Center Street and Sycamore Vista Drive at 1370 West Center Street. (Will Dingee, Assistant Planner)

Recommended Action: Approve to reduce the stipulated right-of-way under Ordinance 2019-872 from 25 feet to 15 feet in accordance with the new subdivision regulations and subsequently accept the dedication of the reduced right-of-way.

- g. **p.85** Consideration and possible action to approve the Cooperative Purchasing Agreement with San Tan Auto Partners, L.L.C. for the purchase of a 2021 Police Interceptor Utility AWD Vehicle in the amount of \$35,555.28 and the outfitting of the vehicle through MHQ of Arizona in the amount of \$21,247.03 for the total purchase of \$56,802.31. (Chuck Wynn, Police Chief)

Recommended Action: Approve the Cooperative Purchasing Agreement with San Tan Auto Partners, L.L.C. for the purchase of a 2021 Police Interceptor Utility AWD Vehicle in the amount of \$35,555.28 and the outfitting of the vehicle through MHQ of Arizona in the amount of \$21,247.03 for the total purchase of \$56,802.31.

- h. **p.99** Consideration and possible action to approve the Professional Services Agreement with Willdan Financial Services, Inc regarding an Impact Fee Study in the amount of \$58,900. (Joe Duffy, Administrative Services Director)

Recommended Action: Approve the Professional Services Agreement with Willdan Financial Services regarding an Impact Fee Study in the amount of \$58,900.

- i. **p.121** Consideration and possible action to approve the Town's participation with and authorize the Mayor to sign the One Arizona Opioid Settlement Memorandum of Understanding. (Joe Duffy, Administrative Services Director)

Recommended Action: Approve the Town's participation with and authorize the Mayor to sign the One Arizona Opioid Settlement Memorandum of Understanding.

- j. **p.147** Consideration and possible action to approve the purchase of a HUBER Screw Press Q-PRESS 440.2 for the wastewater treatment plant in the amount of \$242,230.64. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Approve purchase of a Huber Screw Press Q-PRESS 440.2 for the wastewater treatment plant in the amount of \$242,230.64 and approve Addendum to Scope of Supply and Terms and Conditions.

- k. **p.173** Consideration and possible action to approve the Town Manager's Separation, Release and Temporary Assignment Agreement regarding Town Manager Cecilia Gritman. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the Town Manager's Separation, Release and Temporary Assignment Agreement.

- l. Consideration and possible action to amend the prior appointment of Councilmember Kelly as an alternate to the League of Arizona Cities and Towns Resolutions Committee and appoint the alternate position to Councilmember Perkins. (Erin Deskins, Town Clerk)

Recommended Action: Appoint Councilmember Perkins as alternate to the League of Arizona Cities and Towns Resolutions Committee.

- m. **p.179** Consideration and possible action to adopt the 2021 Base Council Meeting Schedule. (Erin Deskins, Town Clerk)

Recommended Action: Adopt the 2021 Base Council Meeting Schedule.

7. **ADJOURNMENT**

**EXECUTIVE SESSION
TUESDAY, DECEMBER 8, 2020
7:00 P.M.**

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding possible purchase of 3 acres at the lift station. (Cecilia Gritman, Town Manager)
3. **ADJOURNMENT**

Dated this 3rd day of December, 2020.

By: *Erin Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call

636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

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

Council meetings are live-streamed on Cable Channel 57, Town of Chino Valley Facebook page, and Zoom.

Join Zoom Webinar: <https://us02web.zoom.us/j/88089355589>

Telephone: 877 853 5247 (toll free) or 888 788 0099 (toll free)

iPhone one-tap: US: +13462487799,,88089355589# or +16699009128,,88089355589#

Webinar ID: 880 8935 5589

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: _____
Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. a.

Meeting Date: 12/08/2020

Contact Person: Erin Deskins, Deputy Town Clerk
Phone: 928-636-2646 x-1210

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 10, 2020, regular meeting minutes. (Erin Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the November 10, 2020, regular meeting minutes.

Attachments

11/10/20 draft minutes

DRAFT

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

TUESDAY, NOVEMBER 10, 2020
6:00 P.M.

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins (remotely); Councilmember Lon Turner

Staff Present: Finance Director Joe Duffy; Town Attorney Andrew McGuire (remotely); Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Deputy Town Clerk Erin Deskins (recorder); Deputy Town Clerk Traci Lavelle (recorder); Administrative Technician Kathy Frohock (videographer)

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

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3) CALL TO THE PUBLIC

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

- Craig Brown, Yavapai County Board of Supervisors – He wanted to remind the community that the following day was Veterans Day, which was a symbolic day of remembrance for those that gave their lives to keep the country safe and give us the freedoms we had.
- Edward R. Albus, local business owner – Bride Ready Ministry, and local Barnabus Farm, provided a local food pantry. They were able to see needs of the local people. The Coronavirus Pandemic had changed the dynamics and needs of families as unemployment and childcare issues had caused the need for alternative housing. He was requesting that the Council put a moratorium on the regulation forbidding homeowners from having RV hookups and people living in them. The moratorium request was for at least 18 months, with a reassessment period to see if there was still a need due to the pandemic. Please

investigate the needs of the community before sending people into homelessness or a home without utilities. Winter had arrived and people needed heat. The Town did not have a place for people in need for temporary housing, such as a shelter. As a community, they should care for their own families, young and old. The request was not for those renting to people as a source of income, but for needy families and as a practice of loving one another. Barnabus Farms was doing their part with the food pantry by providing food for families in need. The ministry was run by volunteers, and they continued to feed 30 families each day. He believed the moratorium would be a blessing to the community. The Mayor stated that the subject would be given to staff to research the legality of such a moratorium.

4) **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. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a) Status reports by Mayor and Council regarding current events.
 - Councilmember Kelly
 - Reported that it was the 245th birthday of the United States Marine Corp, and he wanted to reach out to all the Marines, past, present and future and wish them a Happy Birthday and continued support for the USA.
 - There were more motor homes and RV's that had appeared in people's driveways during the election cycle. He had people who voiced concern over people who brought expensive motor homes to the area to get away from areas affected by the pandemic during the election cycle.
 - Mayor Croft wanted to thank everyone in staff that had anything to do with the Halloween event in which 600 individual goodie bags created were handed out to children.
- b) Status report by Town Manager Cecilia Gritman regarding Town accomplishments, and current or upcoming projects.
- c) Status report regarding Development Services statistics and Unified Development Ordinance updates.(Joshua Cook, Development Services Director)

Joshua Cook presented the following:

- The statistics were for the last quarter, July through October 2020, which was the first quarter of Fiscal Year 2021.
- Fiscal Year 2019/20, there had been a total of 419 residential permits and 35 commercial permits for a total valuation of \$27 million dollars. An overview of permits, citations, meetings, code amendments, and applications for the previous fiscal year was provided.
- The first quarter of the current fiscal year, 2021, was set to exceed last year's numbers. There had already been 103 residential permits issued and 13 commercial permits, with a total valuation of \$11 million dollars. That amount doubled every quarter of the previous year.
- An overview of the permits, citations, meetings, code amendments, and applications for the current quarter was provided.
- Staff continued working on UDO amendments with the UDO subcommittee.

- Staff was working on projects that included:
 - An RV Park that included manufactured homes and would be a retirement community
 - Hawks Nest Apartments with 224 apartments
 - An additional 330 single family residences that were part of Hawks Nest that would be phased in.
 - Brooks Apartments with 96 units and had previously been contested by community members.
 - Heritage Point
 - Bright Star
 - Perkinsville 40
 - Multiple commercial sites

5) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to approve Consent Agenda Items 5 (a), (b), (c), and (d).

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins (remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- a) Consideration and possible action to appoint applicants to the Planning and Zoning Commission and Board of Adjustment.(Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve October 13, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve October 20, 2020, special meeting minutes. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to approve October 27, 2020, regular meeting minutes. (Jami Lewis, Town Clerk)

6) **ACTION ITEMS**

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

- a) Consideration and possible action to approve Resolution No. 2020-1174 decreasing the Town's wastewater fees, effective January 1, 2021. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 2020-1174 decreasing the Town's wastewater fees, effective January 1, 2020.

Joe Duffy presented the following:

- This would be the third decrease in the residential sewer rates.
- The rates had been initially frozen and then dropped from \$62.14 to \$60, and now staff was recommended they be dropped to \$58.
- In 2013 there had been a five year rate plan study that projected the cost would increase to \$79 by 2020.
- The reason the Town could drop the cost was because there was strong residential growth in Town. The initial high rate was due to the low number of customers and because much of the infrastructure needed to be implemented and Town needed to meet their debt service. With the growth in Town, the cost could be spread to more customers.
- The current year was projected to spend more than they were bringing in only because of the new facility that was under construction. They would continue to invest in the wastewater treatment facilities because of the five year capital plan that had been implemented. After that point, there would be positive cash flow again.
- A conservative estimate had an annual increase of 50 homes per year. There had already been 20 home connections in the first quarter of the current year. With 50 homes per year, there would be an added \$35,000 in revenue.
- There had been fewer issues of non-payment and collection services than before the pandemic.

Council and staff discussed the following:

- The Council could decide to look at the rates once more in the spring or later if they wanted. If the proposed apartments were constructed, it would help significantly with the cost. The plant was operating very efficiently.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve Resolution No. 2020-1174 decreasing the Town's wastewater fees, effective January 1, 2021.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins (remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

- b) Consideration and possible action to appoint an alternate to the League of Arizona Cities and Towns Resolutions Committee.(Jami Lewis, Town Clerk)

Recommended Action: Appoint _____ as alternate to the League of Arizona Cities and Towns Resolutions Committee.

Erin Deskins presented the following:

- Members of Towns and Cities may submit issues to the League of Arizona Cities and Towns they wanted the league to focus on at the next legislative session.
- Each city and town had a seat at the committee with either the Mayor or a Councilmember as their voting representative, with an adopted resolution appointing that person.
- Mayor Elect Jack Miller was the current representative to the Resolution's Committee. It was customary for the Council to appoint an alternative in the event Mr. Miller could not participate.

Council and staff discussed the following:

- It had been requested that the Town fill the appointment at the current meeting.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to appoint councilmember Cloyce Kelly as alternate to the League of Arizona Cities and Towns Resolution's Committee.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins (remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:24 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins (remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. b.

Meeting Date: 12/08/2020

Contact Person: Traci Lavelle, Deputy Town Clerk
Phone: 928-636-2646 x-1210

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 17, 2020, special meeting minutes. (Erin Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the November 17, 2020, special meeting minutes.

Attachments

11/17/20 draft minutes

DRAFT

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

**TUESDAY, NOVEMBER 17, 2020
6:00 P.M.**

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

1) CALL TO ORDER; ROLL CALL

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Annie Perkins; Councilmember Lon Turner

Absent: Councilmember Corey Mendoza

Staff Finance Director Joe Duffy; Town Attorney Andrew McGuire (remotely); Human Resources
Present: Director Laura Kyriakakis; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Assistant Planner Will Dingee; Sergeant Cody Johnson (Sergeant-at-Arms); Lieutenant Randy Chapman; Sergeant Michel Pereda; Sergeant Joshua McIntire; Town Clerk Jami Lewis; Deputy Town Clerk Erin Deskins; Deputy Town Clerk Traci Lavelle (recorder); Administrative Technician Kathy Frohock (videographer); Civilian Operations Supervisor Marrilee Easton

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) Administer Oath of Office to Town Clerk appointee, Erin Deskins. (Jami Lewis, Town Clerk)

Jami Lewis swore in Town Clerk appointee Erin Deskins, to officially take The Town of Chino Valley's Town Clerk position.

3) Presentation and discussion regarding the proposal by Pat Walker Consulting, LLC and Willdan Financial Services to prepare an Impact Fee Study for the Town of Chino Valley. (Joe Duffy, Administrative Services Director)

Joe Duffy presented the following:

- Earlier in the year the Town had a 46 page presentation regarding the Impact Fee Study. The Town had decided to put it aside until a later date.
- Staff wanted to follow up with Council to see if they wanted to proceed with another study session or presentation.
- In 2012 the Town quit assessing impact fees and the Town decided to not do a study because of the economy.
- It was a 12 to 13 month process to conduct the study.
- A land use and infrastructure improvement plan would be developed with public meetings

and input.

- It would be approximately two years before the Town could start charging any impact fees.
- Staff thought that doing the infrastructure improvements plan portion as part of the process was worth it, especially with a new Town Manager coming in the next year. It would get the Town to review their capital improvement plans with the departments. The Development Services Department Director would be reviewing the Land Use Plan and General Plan.
- It was a good exercise for Town staff whether they charged impact fees or not.
- Pat Walker and Willdan Financial Services were recommending the Town look at Road Impact fees, Parks and Recreation Impact fees, and Police Impact fees.

Council and staff discussed the following:

- The total amount of the contract was approximately \$15,900, which was in the budget.
- Council Members did not necessarily like impact fees, but they understood the purpose. Modern day impact fees were more structured and focused.
- As developments came in, they paid for the impact to the community for services.
- The impact fee study had a relatively short lifespan.
- Council Members wanted staff to move forward with the impact fee study, with the consultant coming to a December meeting for contractual purposes.

4) Presentation by Stroh Architecture, Inc. and discussion regarding the 30% Police Building design.(Chuck Wynn, Police Chief)

Chief Wynn presented the following:

- Council Members had directed staff to get the 30% design for the Police Building.
- A work group was formed with Police Department staff members, citizens, Council Members and the Architect team.
- The Architects would be presenting the 30% design.

Bill Stroh of Stroh Architecture presented the following:

- The design process began in July.
- They had several meetings and had begun with the programming document. Through interviews with people, they were able to come up with the necessary rooms.
- The graphic program was developed in the next phase. The graphic phase took the room dimensions and organized them into the configuration of rooms presented to Council.
- Floor plans were developed and then reviewed through meetings.
- Configuration and design plans were reviewed with Council.
- A new parking area would provide secured parking for officers on duty.
- Water flow was discussed with Civiltec. They wanted to hold as much water as possible, so the public parking areas were split to make room for a storm water retention area. There was also one near the secured parking area. The retention areas would hold water created from the hard surfaces but also keep the natural flow of water.
- North of the building was room for future expansion. This site would be adequate to house the Police Department for 30-40 years.
- There were three or four floor design variations before coming up with the final floor plan.
- The design features were reviewed with Council.
- They were asked to put together a schedule going forward with construction documents and facility construction. The construction documents would take approximately 15 weeks. Building Department review and bidding would take 4.5-weeks, with bids due at the beginning of May and bid award soon after. The construction period would begin

mid-May, with a move into the facility by February 2022.

Council Members, staff and consultants discussed the following:

- The men's and women's holding cells had to be separated by site and sound so the angles used would not allow one to be seen by the other and the rooms were insulated for sound. The design met the current requirements.
- There was concern that a drop ceiling would allow sound from one room to travel to others. The architect explained that the walls would be insulated and extended all the way to the ceiling structure and would prevent sound from traveling.
- The building was a little over 16,000 square feet. The cost estimates came in at the targeted budget area.
- Staff wanted to remind Council that the design work had been completed ahead of schedule.
- The new building would have a new driveway.
- Staff was happy with the design.

Joe Duffy presented the following:

- Staff reviewed the overall package price. Staff recommended borrowing \$6 million dollars, which the Town could easily afford given its current financial status. The Town could use a bond issue that was ready to refinance. It could be used to reduce the interest rate to 2.5% or lower. It would save the Town \$2 million dollars.
- The budget and revenue and expenditures were reviewed with Council. Because of conservative estimates and due to the CARES Act money, the Town would be ahead by several million and was at its best financial position in their history. Additionally, interest rates were historically low. It was the best time to do a project like this.

Council and Staff discussed the following:

- The Town needed \$1.6 million for roads annually, and they only had \$500,00 plus an annual \$600,000 from HURF funds. The Town also could take the extra revenue and apply it to road maintenance. Some Council Members had concern about financially strapping the Town.
- The next step would be to approve the Design Contract. It would be an agenda item on the next agenda to determine either what the next step would be or to go all the way and move forward with the project.
- Staff would be lining up financing.

- 5) Consideration and possible action to approve the Town Manager Employment Agreement with Cindy Blackmore. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the Town Manager Employment Agreement with Cindy Blackmore.

Cindy Blackmore, chosen Town Manager candidate was asked to officially introduce herself.

Ms. Blackmore introduced herself, thanked the Town for the opportunity and gave a brief speech about her future work with Town.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Annie Perkins to approve the Town Manager Employment Agreement with Cindy Blackmore.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

- 6) Consideration and possible action to approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse. (Will Dingee, Assistant Planner)

Recommended Action: Approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse.

Will Dingee presented the following:

- The item was for a Conditional Use Permit (CUP) to establish an existing non-conforming single-family residence to a conforming use on a commercially zoned property.
- The property location was provided.
- The property was 4.1 acres and had a zoning classification as commercial light. This zoning district required a CUP for a single-family residence.
- The current residence had been onsite since 1966 and the owner wished to bring the home into conformance.
- It went before Planning and Zoning on November 3rd, and was unanimously approved.
- Staff and the Planning and Zoning Committee forwarded a recommendation of approval without stipulations.

Council and staff discussed the following:

- The lot line change was not part of the current CUP request. It only was addressing the non-conforming use status. Once the non-conforming use became a conforming use, the lot line would be addressed to allow the owner to sell the property in the future.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to approve a Conditional Use Permit to establish the existing non-conforming single-family residence as a conforming residence located at 2514 North Road 1 East, parcel no. 306-14-046, applicants Michael & Kathleen O'Connor Masse.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

7) **ADJOURNMENT**

MOVED by Councilmember Lon Turner, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 6:43 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best,
Councilmember Cloyce Kelly, Councilmember Annie Perkins, Councilmember Lon
Turner

6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Erin N. Deskins, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5. c.

Meeting Date: 12/08/2020

Contact Person: Erin Deskins, Deputy Town Clerk
Phone: 928-636-2646 x-1210

Department: Town Clerk

Item Type:

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 23, 2020, special meeting minutes. (Erin Deskins, Town Clerk)

RECOMMENDED ACTION:

Approve the November 23, 2020, special meeting minutes.

Attachments

11/23/20 draft minutes

DRAFT

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

MONDAY, NOVEMBER 23, 2020
6:00 P.M.

CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ

1) CALL TO ORDER; ROLL CALL

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Annie Perkins(remotely); Councilmember Lon Turner

Staff Town Manager Cecilia Grittman; Town Attorney Andrew McGuire (remotely); Public Works
Present: Director/Town Engineer Frank Marbury; Administrative Technician Kathy Frohock (videographer); Town Clerk Erin Deskins (recorder)

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

2) Consideration and possible action to adopt Resolution No. 2020-1175, declaring and adopting the results of the 2020 General Election held on November 3, 2020. (Erin Deskins, Town Clerk)

Recommended Action: Adopt Resolution No. 2020-1175, declaring and adopting the results of the 2020 General Election held on November 3, 2020.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adopt Resolution No. 2020-1175 declaring and adopting the results of the 2020 General Election held on November 3, 2020.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins(remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

3) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn the meeting at 6:01 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Annie Perkins(remotely), Councilmember Lon Turner

7 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2020. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2020.

Erin N. Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. a.

Meeting Date: 12/08/2020
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Development Services
Estimated length of staff presentation: 10 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to (i) approve the 70% Police Building Design, (ii) approve the First Amendment to Professional Services Agreement with Stroh Architecture, Inc. for completion of construction plans and (iii) authorize and direct staff to arrange for financing options and to solicit bids for construction. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

(i) Approve the 70% Police Building Design, (ii) approve the First Amendment to Professional Services Agreement with Stroh Architecture, Inc. for completion of construction plans and (iii) authorize and direct staff to arrange for financing options and to solicit bids for construction.

Fiscal Impact

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

Attachments

Estimate of Probable Cost
 Schedule of Construction
 1st Amendment to PSA



**CHINO VALLEY POLICE FACILITY - REVISION 1
CHINO VALLEY, ARIZONA**

DESIGN DEVELOPMENT ANALYSIS

November 4, 2020

**Prepared for
Stroh Architecture**

**Prepared by
Abacus Project Management, Inc.**

**3030 North Central Avenue, Suite 803
Phoenix, AZ 85012
P 800 518 0876 / F 602.296.0114
www.AbacusPM.com**

CHINO VALLEY POLICE FACILITY - REVISION 1

Design Development Analysis

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Section IV	New Building Construction Estimate Detail
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Section VI	Alternate 1 - Estimate Detail
Section VII	Alternate 2 - Totals Summary
Section VIII	Alternate 2 - Estimate Detail

**3030 North Central Avenue, Suite 803
Phoenix, AZ 85012
P 800 518 0876 / F 602 296 0114
www.AbacusPM.com**

PROJECT
Project
Level of Estimate
Cost Estimate Summary

	CHINO VALLEY POLICE FACILITY - REVISION 1	Total Cost
	Division 2 - Sitework	\$748,383
	Division 2 - Interior Demolition	\$0
	Division 3 - Concrete	\$179,305
	Division 4 - Masonry	\$254,277
	Division 5 - Metals	\$438,916
	Division 6 - Wood & Plastics	\$54,628
	Division 7 - Thermal & Moisture Protection	\$515,201
	Division 8 - Doors & Windows	\$255,250
	Division 9 - Finishes	\$543,565
	Division 10 - Specialties	\$49,706
	Division 11 - Equipment	\$86,900
	Division 12 - Furnishings	\$4,032
	Division 13 - Special Construction	\$0
	Division 14 - Conveying Systems	\$85,000
	Division 15 - Mechanical Systems	\$519,839
	Division 16 - Electrical	\$438,996
	Sub Total	\$4,173,997
	General Conditions (7%)	\$292,180
	Sub Total	\$4,466,177
	Overhead and Profit (5%)	\$223,309
	Sub Total	\$4,689,486
	Bond & Insurance (3%)	\$140,685
	Sub Total	\$4,830,171
	Design Contingency - 1%	\$48,302
	Sub Total	\$4,878,472
	Construction Contingency - 3%	\$146,354
	Sub Total	\$5,024,827
	Sales Tax (Special) - (6.7%)	\$336,663
	Sub Total	\$5,361,490
	Escalation (6 months at 3%/year)	\$75,372
	Total Construction Cost	\$5,436,862
	Total Cost Per Square Foot	
	16,725 SF	\$325.07 sf

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	Division 2 - Sitework					
	Construction Survey & Staking, Mag Sp 105.8	1	LS	\$5,000.00	\$5,000	
	Swppp, Erosion Control Devices And Seeding Mag Sp 107.15	1	LS	\$25,000.00	\$25,000	
	Mobilization, Mag 109.10	1	LS	\$10,000.00	\$10,000	
	Traffic Control, Mag Sp 401, Yc Sp Item 18	1	LS	\$7,500.00	\$7,500	
	Quality Control Testing Mag, Sp 106.9	1	LS	\$10,000.00	\$10,000	
	Removal Of Existing Improvements	1	LS	\$20,000.00	\$20,000	
	Cut/Fill	5,500	CY	\$5.00	\$27,500	
	Unsuitable Material Allowance	100	CY	\$25.00	\$2,500	
	Sawcut Existing Ac Pavement, Mag 340.3	40	LF	\$10.00	\$400	
	Subgrade Preparation, Mag 301	5,410	SY	\$5.00	\$27,050	
	3" Ac, Mag C-3/4" Over 8" Abc	5,410	SY	\$42.00	\$227,220	
	Concrete Sidewalk Per Qcsd 230Q With 4" Abc	7,625	SF	\$5.50	\$41,938	
	Curb Ramp, Mag 236-4	3	EA	\$750.00	\$2,250	
	Curb And Gutter, Mag 220, Type A, With 4" Abc	590	LF	\$15.00	\$8,850	
	Single Curb, Mag 222, Type A, With 4" Abc	1,280	LS	\$12.50	\$16,000	
	Curb And Gutter With 4" Abc, Adot C-05.10, Type G	60	LF	\$18.00	\$1,080	
	6' Wide Concrete Valley Gutter, Mag 240	1,270	SF	\$7.50	\$9,525	
	6" Hdpe Landscape Drain Pipe	17	LF	\$20.00	\$340	
	Detention Basin Outlet Concrete Structure	1	LS	\$1,250.00	\$1,250	
	Under Wall Bubbler Drains, Mag Type G Double Catch Basins With Grates And 18" Pc Throu	30	EA	\$500.00	\$15,000	
	Parking/Ada Signs (5), Striping And Crosswalks (1,660 Lf @ 4" Wide Equivalent)	1	LS	\$7,500.00	\$7,500	
	Ada Handicap Parking Symbol	9	EA	\$175.00	\$1,575	
	Sidewalk Scupper, Mag 203 (13' Long)	1	EA	\$1,500.00	\$1,500	
	Riprap, D50 = 8" , Thickness 16"	21	SY	\$50.00	\$1,050	
	12" Hdpe Storm Drain With Slurry Backfill	162	LF	\$65.00	\$10,530	
	Security Gate and Controls	1	EA	\$15,000.00	\$15,000	
	Masonry Wall with Footing	2,080	LF	\$30.00	\$62,400	
	WATER & SEWER UTILITIES				\$0	
	Building Water Service (2")	285	LF	\$25.00	\$7,125	
	Building 2" Water Meter - City Of Prescott	1	EA	\$4,500.00	\$4,500	
	Building CI350 Dip 6" Fire Line	165	LF	\$50.00	\$8,250	
	Building CI350, Dip 8" Water Main	260	LF	\$65.00	\$16,900	
	Remote Fire Department Connection (Dry Line)	80	LF	\$70.00	\$5,600	
	Fire Hydrant Assembly With 6" Dip Waterline (30 Lf)	1	LS	\$1,500.00	\$1,500	
	Sewer Cleanout	2	EA	\$150.00	\$300	
	4" Building Sewer Service	195	LF	\$50.00	\$9,750	
	New Gas Line, Size Per Mpe - Approx 600 Lf From Existing Meter	600	LF	\$30.00	\$18,000	
	Impact Fees Allowance	1	LS	NIC	NIC	
	ADOT Lane Improvements Allowance	1	LS	\$30,000.00	\$30,000	
	Landscape & Irrigation Allowance	1	LS	\$75,000.00	\$75,000	
	25' Parking Lot Lights with foundation base	3	EA	\$4,500.00	\$13,500	
	Sitework Total					748,383
	Division 2 - Interior Demolition					
	No Scope In This Division	0		\$0.00	\$0	
	Division 2 - Interior Demolition Totals					0
	Division 3 - Concrete					
	Foundation - Concrete	96	CY	\$400.00	\$38,400	
	Foundations - Forms	1,782	SF	\$8.00	\$14,256	
	Foundations - Excavate	630	CY	\$18.00	\$11,340	
	Foundations - Backfill	534	CY	\$15.00	\$8,010	
	Concrete Foundation Stem Wall	77	SF	\$30.00	\$2,310	
	4" Slab On Grade/Moisture Barrier/Base	9,711	SF	\$6.25	\$60,694	
	6" Slab On Grade/Moisture Barrier/Base - Sallyport	934	SF	\$7.50	\$7,005	
	Slab On Metal Deck	6,080	SF	\$5.50	\$33,440	
	Premium for thickend slab for File Storage	385	SF	\$10.00	\$3,850	
	Division 3 - Concrete Totals					179,305
	Division 4 - Masonry					
	4x8x16 Masonry - Skin (Integral Color with Dry Block Additive)	7,020	SF	\$17.50	\$122,850	
	8x8x16 Masonry - Skin (Integral Color with Dry Block Additive)	1,034	SF	\$20.50	\$21,197	
	Ledge Stone Sandstone - Skin	940	SF	\$25.00	\$23,500	
	8" CMU Interior Partitions	6,195	SF	\$11.50	\$71,243	
	8" CMU Interior - Grout 100%	6,195	SF	\$2.50	\$15,488	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	Division 4 - Masonry Totals					254,277
	Division 5 - Metals					
	Structural Steel - Columns (1.5/SF)	13	TNS	\$4,500.00	\$56,700	
	Floor Framing - (6#/SF)	18	TNS	\$4,500.00	\$82,350	
	Roof Framing (5#/SF)	27	TNS	\$4,500.00	\$119,700	
	Misc Steel @ 1.5#/SF	13	TNS	\$4,500.00	\$56,475	
	Canopy/Eyebrow Framing	10	TNS	\$4,500.00	\$44,145	
	Bollards	6	EA	\$1,000.00	\$6,000	
	Metal Floor Deck	10,645	SF	\$3.25	\$34,596	
	Metal Roof Deck	6,080	SF	\$2.50	\$15,200	
	Roof Access Stair With Rails	1	EA	\$1,500.00	\$1,500	
	Ladder from Low Roof to High Roof	1	EA	\$1,500.00	\$1,500	
	Stairs with Railings	2	FLTS	\$10,000.00	\$20,000	
	Elevator Pit Ladder	1	EA	\$750.00	\$750	
	Division 5 - Metals Totals					438,916
	Division 6 - Wood & Plastics					
	Treated Interior Blocking	16,725	SF	\$0.15	\$2,509	
	Treated Roof Blocking	10,676	SF	\$0.25	\$2,669	
	Counter at Report Desk	21	LF	\$100.00	\$2,100	
	Counter at Evidence Storage	16	LF	\$100.00	\$1,600	
	Break Room Cabinet with Countertop	10	LF	\$425.00	\$4,250	
	Wall Cabinet at Break Room	13	LF	\$125.00	\$1,625	
	Vanity Counter	30	LF	\$200.00	\$6,000	
	Counter at Women	3	LF	\$125.00	\$375	
	Base Cabinet Kitchen	8	LF	\$425.00	\$3,400	
	Counter at Kitchen	15	LF	\$200.00	\$3,000	
	Wall Cabinet at Kitchen	12	LF	\$125.00	\$1,500	
	Base Cabinet at Copy	6	LF	\$425.00	\$2,550	
	Base Cabinet at Coffee	8	LF	\$425.00	\$3,400	
	Shelves at Storage	5	EA	\$750.00	\$3,750	
	Cabinet at 2nd Floor Bathroom	2	EA	\$500.00	\$1,000	
	Cabinets below Work Table	24	LF	\$350.00	\$8,400	
	Work Table 6x6	1	EA	\$1,500.00	\$1,500	
	Mailboxes at Reports	1	LS	\$5,000.00	\$5,000	
	Division 6 - Wood & Plastics Totals					54,628
	Division 7 - Thermal & Moisture Protection					
	Fluid Applied Air Barrier	12,381	SF	\$6.00	\$74,286	
	Rigid Cavity Wall Insulation	1,246	SF	\$2.00	\$2,492	
	6" Exterior Wall Batt Insulation	12,381	SF	\$1.25	\$15,476	???
	12" - R38 Batt Insulation	10,677	AF	\$2.75	\$29,362	
	80Mil TPO Roof System	10,677	SF	\$15.00	\$160,155	
	Roof up Parapet	3,000	SF	\$8.00	\$24,000	
	Coping	717	LF	\$25.00	\$17,925	
	Walk Pads	568	LF	\$7.50	\$4,260	
	Canopy/Eyebrow	188	SF	\$10.00	\$1,880	
	Canopy at Entrance	592	SF	\$10.00	\$5,920	
	Canopy at Garage	183	SF	\$10.00	\$1,830	
	Roof Hatch	1	EA	\$2,000.00	\$2,000	
	Metal Panels	4,633	SF	\$35.00	\$162,155	
	Densglass Ceiling at Patio	101	SF	\$9.50	\$960	
	Sealants/Caulking - Allowance	1	LS	\$5,000.00	\$5,000	
	Firestopping Allowance	1	LS	\$2,500.00	\$2,500	
	Sound Batt Allowance	1	LS	\$5,000.00	\$5,000	
	Division 7 - Thermal & Moisture Protection Totals					515,201
	Division 8 - Doors & Windows Totals					
	HM Frame/SC Wood Door - 3-0 x 7-0 - Single	49	EA	\$750.00	\$36,750	
	HM Frame/SC Wood Door - 3-0 x 7-0 - Double	3	EA	\$1,400.00	\$4,200	
	Single Security Door/Frame at Holding Cells	5	EA	\$3,000.00	\$15,000	
	Single Security Door/Frame at Holding Area	5	EA	\$3,000.00	\$15,000	
	Security Hardware	10	EA	\$2,000.00	\$20,000	
	Security View Window at Juvenile Holding Cell - Allowance	1	LS	\$1,500.00	\$1,500	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	HM Frames/HM Ext Door - Single	4	EA	\$950.00	\$3,800	
	Int Doors - Add For View Windows	7	EA	\$150.00	\$1,050	
	Interior Finish Hardware - Per Leaf	55	EA	\$450.00	\$24,750	
	Exterior Finish Hardware - Per Leaf	7	EA	\$750.00	\$5,250	
	Card Readers	42	EA	\$750.00	\$31,500	
	Exterior Alum/Glass Storefront Door - Double	1	EA	\$2,500.00	\$2,500	
	Exterior Alum/Glass Storefront Door - Single	1	EA	\$1,750.00	\$1,750	
	Exterior Alum/Glass Storefront Windows	422	SF	\$50.00	\$21,100	
	Exterior Alum/Glass Storefront	66	SF	\$50.00	\$3,300	
	Exterior Curtainwall - Structural Glazed w/Vertical Mullions	530	SF	\$75.00	\$39,750	
	Interior Glass	29	SF	\$50.00	\$1,450	
	Glass at Reception Counter with pass thru and drawer	13	LF	\$125.00	\$1,625	
	Exterior Roll-up Doors - 12 x 10 Electric	2	EA	\$5,000.00	\$10,000	
	Exterior Roll-up Doors - 10 x 10 Electric	1	EA	\$4,500.00	\$4,500	
	Coiling Shutter at Catering Kitchen	49	SF	\$75.00	\$3,675	
	Mirror at Gym			NIC	NIC	
	Glass Handrail	17	LF	\$400.00	\$6,800	
	Division 8 - Doors & Windows Totals					255,250
	Divison 9 - Finishes					
	2x2 ACT	10,373	SF	\$4.00	\$41,492	
	Gyp Bd Ceiling	204	SF	\$6.00	\$1,224	
	Secure Gyp Bd Ceiling	582	SF	\$6.00	\$3,492	
	Security Mesh above Secure Gyp Clg	582	SF	\$12.50	\$7,275	
	MR Gyp Bd Ceiling	1,423	SF	\$6.50	\$9,250	
	Metal Studs & Gyp Bd BS - Interior Partition	21,427	SF	\$7.50	\$160,703	
	Metal Studs, Sheathing & Gyp Bd OS - Exterior Wall	12,381	SF	\$9.50	\$117,620	
	Bulkhead	32	SF	\$10.00	\$320	
	Paint Open Structure	2,352	SF	\$2.50	\$5,880	
	Paint Gyp Walls	42,314	SF	\$1.20	\$50,777	
	Epoxy Paint CMU Walls - Holding, Shower & SallyPort	10,864	SF	\$3.50	\$38,024	
	Paint Frame/Stain Interior Doors - Single	59	EA	\$45.00	\$2,655	
	Paint Frame/Stain Interior Doors - Double	3	EA	\$75.00	\$225	
	Paint Frame/ Exterior Doors - Single	4	EA	\$45.00	\$180	
	LVT	10,812	SF	\$6.50	\$70,278	
	Rubber Base	3,306	LF	\$2.50	\$8,265	
	Ceramic Tile	1,027	SF	\$11.00	\$11,297	
	Sealed Concrete	2,096	SF	\$1.25	\$2,620	
	Ceramic Tile Base	355	LF	\$11.00	\$3,905	
	Carpet Tiles	180	SY	\$45.00	\$8,085	
	Division 9 - Finishes Totals					543,565
	Division 10 - Specialties					
	Interior Signage - Allowance	1	LS	\$3,000.00	\$3,000	
	Exterior Letters - 24"	27	EA	\$400.00	\$10,800	
	Bench at Holding Cell	22	LF	\$49.00	\$1,078	
	Acc's at Holding Toilet Allowance	1	LS	\$250.00	\$250	
	Closet Rod & Shelf	4	LF	\$35.00	\$140	
	Bench at Lockers	30	LF	\$50.00	\$1,500	
	Lockers at Men & Women			NIC	NIC	
	Fold Down Adult Changing Table	1	EA	\$2,500.00	\$2,500	
	Toilet Compartments - Hdcp	4	EA	\$1,650.00	\$6,600	
	Toilet Compartments - Standard	5	EA	\$1,400.00	\$7,000	
	Toilet Compartments - Urinal Screens	3	EA	\$350.00	\$1,050	
	Handicap Grab Bars	8	EA	\$55.00	\$440	
	Toilet Tissue Holder - Double Roll	12	EA	\$45.00	\$540	
	Toilet Seat Cover Dispenser	11	EA	\$75.00	\$825	
	Sanitary Napkin Dispenser	4	EA	\$425.00	\$1,700	
	Sanitary Napkin Disposal	8	EA	\$85.00	\$680	
	Coat/Towel Hooks	9	EA	\$12.00	\$108	
	Framed Mirror - 2'-0W x 3'-6"H	12	EA	\$135.00	\$1,620	
	Hand Soap Dispenser	11	EA	\$35.00	\$385	
	Paper Towel Disp/Waste Receptacle	10	EA	\$275.00	\$2,750	
	Seat Cover Dispenser	11	EA	\$75.00	\$825	
	Electric Hand Dryer at Public Restrooms	4	EA	\$1,150.00	\$4,600	
	Fire Extinguisher	6	EA	\$65.00	\$390	
	Fire Extinguishers Cabinets	5	EA	\$150.00	\$750	
	Fire Extinguisher Brackets	1	EA	\$25.00	\$25	
	Marker Board Allowance			NIC	NIC	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	Mop and Broom Holder	2	EA	\$75.00	\$150	
	Division 10 - Specialties Totals					49,706
	Division 11 - Equipment					
	Physical Fitness Equipment			\$15,000.00	\$0	
	Fingerprinting Equipment	1	LS	\$5,000.00	\$5,000	
	High-Density File Storage - Allowance	1	LS	\$50,000.00	\$50,000	
	Flagpoles	1	EA	\$3,500.00	\$3,500	
	Evidence Lockers - Allowance	6	EA	\$1,500.00	\$9,000	
	Drying Cabinet			NIC	NIC	
	CSI Lab Equipment			NIC	NIC	
	Bicycle Storage & Repair			NIC	NIC	
	Tactical Storage Units			NIC	NIC	
	Eyewash & Decontamination (Sallyport)			See Divison 15		
	Refrigerator		EA	\$2,200.00	\$0	
	Dishwasher	2	EA	\$650.00	\$1,300	
	Disposal	2	EA	\$250.00	\$500	
	Microwaves			NIC	NIC	
	Duress Alarm System			NIC	NIC	
	AV Equipment - Docket Display			NIC	NIC	
	AV Equipment - Monitors in Lobby/Waiting			NIC	NIC	
	AV Equipment - Break Room TV(s)			NIC	NIC	
	AV Equipment - Paging/Intercom System			NIC	NIC	
	Walk-In Cooler/Cold Storage	68	SF	\$150.00	\$10,200	
	Walk-In Freezer	37	SF	\$200.00	\$7,400	
	Gun Box at Salley Port			NIC	NIC	
	K-9 Pens			NIC	NIC	
	Shelves at Kitchen Storage Allowance			NIC	NIC	
	Cubicles - 7x7			NIC	NIC	
	Division 11 - Equipment Totals					86,900
	Division 12 - Furnishings					
	Blinds - Exterior Punched Windows	422	SF	\$6.00	\$2,532	
	Walk-off Entrance Mats - Allowance	1	LS	\$1,500.00	\$1,500	
	Furniture, Fixtures, and Equipment	1	LS	NIC	NIC	
	Division 12 - Furnishings Totals					4,032
	Division 13 - Special Construction					
	No Scope In This Division	0		\$0.00	\$0	
	Division 13 - Special Construction Totals					0
	Division 14 - Conveying Systems					
	Elevator - 2 Stop	1	LS	\$85,000.00	\$85,000	
	Division 14 - Conveying Systems Totals					85,000
	Divisions 15 - Mechanical					
	FIRE PROTECTION SYTEMS	16,725	SF	\$ 2.50	\$41,813	
	Fire Protection Systems					
	Plumbing Systems					
	PLUMBING FIXTURES & DRAINS					
	WC-1, standard water closet w/ trim, flush valves, complete	3	Each	\$ 990.00	\$2,970	
	WC-2, ADA water closet w/ trim, flush valves, complete	2	Each	\$1,055.00	\$2,110	
	WC-3, Juvenile type in holding cell & secure areas	4	Each	\$1,560.00	\$6,240	
	WC-4, water closet, unisex restroom	4	Each	\$1,075.00	\$4,300	
	UR-1, urinal w/ flush valve and trim, complete	3	Each	\$921.00	\$2,763	
	LAV-1, ADA type wall mtd w/ trim	1	Each	\$531.00	\$531	
	LAV-2, Vandal resistant, ADA type wall mtd w/ trim	9	Each	\$795.00	\$7,155	
	ST, Shower w/ drain, ADA type single piece Fbgls per schedule	5	Each	\$1,120.00	\$5,600	
	ESH, Emerg'y shower w/ trim complete	1	Each	\$1,448.00	\$1,448	
	SK-1, Stainless steel w/ trim, complete	2	Each	\$521.00	\$1,042	
	SK-2, ADA type, double comp't Stainless Steel, vandal resistant	1	Each	\$890.00	\$890	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	MS, Janitor mop sink & trim	2	Each	\$1,500.00	\$3,000	
	Fixture rough-ins and final connections	37	Each	\$275.00	\$10,175	
	Shower drains	6	Each	\$312.00	\$1,872	
	Floor drain w/ trap primer, complete	2	Each	\$379.00	\$758	
	Hose bibbs	1	Each	\$165.00	\$165	
	SANITARY WASTE & VENTS					
	4" Underground sanitary waste piping, Serv weight CI	185	LF	\$27.00	\$4,995	
	3 "	105	LF	\$24.70	\$2,594	
	2 "	140	LF	\$21.00	\$2,940	
	Excavation/backfill for U/G sanitary piping	430	LF	\$8.75	\$3,763	
	4" Above grade sanitary waste & vents piping w/ fitgs, CI no-hub	145	LF	\$19.90	\$2,886	
	3 "	120	LF	\$18.51	\$2,221	
	2 "	425	LF	\$16.70	\$7,098	
	Pipe hangers/supports	69	Each	\$20.00	\$1,380	
	VTR assemblies	4	Each	\$325.00	\$1,300	
	Wall & floor sleeves w/ caulking	50	Each	\$22.00	\$1,100	
	Cleanouts, interior (per code)	12	Each	\$288.00	\$3,456	
	Exterior cleanout @ grade, 2-way	3	Each	\$398.00	\$1,194	
	Exterior cleanout @ grade	1	Each	\$301.00	\$301	
	ROOF DRAINAGE SYSTEM (Not yet shown on drwgs)					
	Roof Drain	4	Each	\$600.00	\$2,400	
	Overflow Drain	4	Each	\$500.00	\$2,000	
	Drain Piping	208	LF	\$44.00	\$9,152	
	DOMESTIC WATER SYSTEM					
	Water heater WH-1 , 30 gallon storage tank, gas fired	1	Each	\$788.00	\$788	
	Water heater WH-2 , 75 gallon storage tank, gas fired	1	Each	\$995.00	\$995	
	WH-1 expansion tank, " Amtrol Therm-x-trol" 2 gal capacity	1	Each	\$312.00	\$312	
	WH-2 expansion tank, " Amtrol Therm-x-trol" 4.5 gal capacity	1	Each	\$492.00	\$492	
	Gas flue vent piping and combustions air intake	2	Each	\$585.00	\$1,170	
	Reduced press zone BFP w/ fittings, complete	1	Each	\$982.00	\$982	
	Recirc pump RP-1, 2 gpm w/ accessories per schedule PO.2	1	Each	\$598.00	\$598	
	Recirc pump RP-2, 2 gpm w/ accessories per schedule PO.2	1	Each	\$598.00	\$598	
	Water hammer arrestors	7	Each	\$87.00	\$609	
	2" Type L copper pipe & ftg's	45	LF	\$18.76	\$844	
	1 "	135	LF	\$16.90	\$2,282	
	3/4 "	575	LF	\$14.77	\$8,493	
	1/2 "	645	LF	\$12.95	\$8,353	
	DW pipe insulation	1,400	LF	\$4.78	\$6,692	
	Pipe hangers w/ saddles	140	Each	\$27.50	\$3,850	
	Pipe sleeves w/ caulking	1	Allow	\$400.00	\$400	
	Leak testing of system per spec's	1	Allow	\$850.00	\$850	
	DW clean & sanitize system per spec's	1	Allow	\$1,000.00	\$1,000	
	Pipe ID and flow arrow indicators	1	Allow	\$250.00	\$250	
	NATURAL GAS PIPING SYSTEM					
	3" Connect to gas meter (meter by local utility)	1	Each	\$225.00	\$225	
	3" Sch/40 Blk steel pipe & threaded ftg's	55	LF	\$25.60	\$1,408	
	1 1/2 "	65	LF	\$17.89	\$1,163	
	1 "	100	LF	\$16.32	\$1,632	
	3/4 "	300	LF	\$14.50	\$4,350	
	Pipe hangers/supports	52	Each	\$25.00	\$1,300	
	Gas pressure regulators	1	Allow	\$1,000.00	\$1,000	
	Gas dirt legs	16	Each	\$84.00	\$1,344	
	Connects at equip't	16	Each	\$75.00	\$1,200	
	PLUMBING SUBTOTAL	\$152,976				
	HVAC Systems					
	HVAC Equipment					
	AHU-1, Carrier, 1200 cfm supply, gas heating w/ OCU-1	1	Each	\$6,800.00	\$6,800	
	AHU-2, Carrier, 1200 cfm supply, gas heating w/ OCU-2	1	Each	\$6,800.00	\$6,800	
	AHU-3, Carrier, 1200 cfm supply, gas heating w/ OCU-3	1	Each	\$6,800.00	\$6,800	
	AHU-4, Carrier, 1200 cfm supply, gas heating w/ OCU-4	1	Each	\$6,800.00	\$6,800	
	OCU support pads	4	Each	\$275.00	\$1,100	
	MERV-8 filters for AHUs above	4	Sets	\$190.00	\$760	
	7-day programmable t'stats for each unit	4	Each	\$400.00	\$1,600	
	Refrigerant piping to condensing units (OCU-1 thru 4) above	620	LF	\$21.56	\$13,367	
	RTU-1 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-2 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	
	RTU-3 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	
	RTU-4 , Carrier roof top unit, 6 tons AC capacity	1	Each	\$9,000.00	\$9,000	
	RTU-5 , Carrier roof top unit, 3 tons AC capacity -16 SEER	1	Each	\$4,775.00	\$4,775	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	RTU-6 , Carrier roof top unit, 7.5 tons AC capacity	1	Each	\$11,250.00	\$11,250	
	RTU-7 , Carrier roof top unit, 6 tons AC capacity	1	Each	\$9,000.00	\$9,000	
	RTU-8 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-9 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	RTU-10 , Carrier roof top unit, 4 tons AC capacity -16 SEER	1	Each	\$5,100.00	\$5,100	
	Roof curbs & hoisting/setting RTU's above	10	Each	\$895.00	\$8,950	
	MERV-8 filters for RTUs above	10	Sets	\$220.00	\$2,200	
	7-day programmable t'stats for each RTU unit	10	Each	\$500.00	\$5,000	
	Condensate drain lines for HVAC equip't	120	LF	\$12.00	\$1,440	
	Heat pump, Mitsubishi Unit, at IT room	1	Each	\$5,675.00	\$5,675	
	Louvers L-1 thru L-4, 8x8, 750 fpm	4	Each	\$340.00	\$1,360	
	EH-1 Unit heater, electric 1.5 KW rated	1	Each	\$489.00	\$489	
	EF-1 Fan, 700 cfm, exhaust roof mtd w/ curb	1	Each	\$1,400.00	\$1,400	
	EF-2 thru EF-7, ceiling exhaust fans	6	Each	\$255.00	\$1,530	
	EF-8 Fan, roof mounted w/ curb, 250 cfm	1	Each	\$485.00	\$485	
	AIR DISTRIBUTION					
	Sheetmetal ductwork w/ fittings & supports	12,135	Lbs	\$7.89	\$95,742	
	Duct insulation	10,229	SF	\$4.66	\$47,668	
	Flexible pre-insulated duct	579	LF	\$6.40	\$3,702	
	Fan wall caps	2	Each	\$122.00	\$244	
	Supply air diffusers	89	Each	\$110.00	\$9,790	
	Return air grilles	43	Each	\$89.00	\$3,827	
	Exahust grilles	7	Each	\$78.00	\$546	
	HVAC MISCELLANEOUS					
	Automatic temp controls & wiring to wall mtd Tstats above	1	Allow	\$20,000.00	\$20,000	
	Startup, commissioning, test & balance	56	Hours	\$125.00	\$7,000	
	HVAC SUBTOTAL	\$325,051				
	Division 15 - Mechanical Totals					519,839
	Division 16 - Electrical					
	Electrical Systems					
	POWER DISTRIBUTION					
	SES 600A, 120/208V, 3PH 4-Wire, Nema 3R entrance	1	Each	\$7,890.00	\$7,890	
	500A Main circuit Breaker	1	Each	\$987.00	\$987	
	200A/3PH CB	2	Each	\$290.00	\$580	
	Surge Arrestor (TVSS) 480V, 100KA	1	Each	\$470.00	\$470	
	New Utility Meter	1	Each	\$750.00	\$750	
	Bussed Space	20	LF	\$31.00	\$620	
	20"x 4"x 1/4" CU Service Ground Buss	1	Each	\$475.00	\$475	
	Neutral Buss	1	Each	\$340.00	\$340	
	#3/0 CU Main Bonding Jumper	35	LF	\$7.80	\$273	
	#3/0 CU for Service Grounding	35	LF	\$7.80	\$273	
	#4 CU Ground to electrode and Ground Rods	35	LF	\$2.67	\$93	
	Cadweld for Ground rod	2	Each	\$225.00	\$450	
	Concrete encased CU grounding electrode conductor	20	LF	\$19.00	\$380	
	#6 CU to External inter-system Bonding termination	20	LF	\$17.50	\$350	
	Grounding Electrode 3/4" x 10'	2	Each	\$268.00	\$536	
	4" EC w/ pullwire for serice feeders	80	LF	\$12.33	\$986	
	600A ATS 480Y 3P	1	Each	\$5,640.00	\$5,640	
	3/4" UG Conduit from ATS to Standby Genset	35	LF	\$6.90	\$242	
	#14 stranded CU for ATS control	175	LF	\$0.99	\$173	
	700 KCMIL from 500A MCB to 500A breaker on gen	120	LF	\$46.00	\$5,520	
	2 AWG CU Ground	60	LF	\$33.00	\$1,980	
	Gen Controller DM550	1	Each	\$1,290.00	\$1,290	
	Remote Annunciator Kohler RSA III	1	Each	\$2,400.00	\$2,400	
	1/2 "C from Controller to Annuciator	10	LF	\$4.80	\$48	
	2 1/2" C from SES Buss to Panels	170	LF	\$9.97	\$1,695	
	3/0 AWG CU from SES Buss to Panels M1 and P1N	510	LF	\$6.90	\$3,519	
	#4 AWG Ground from SES Buss to Panels M1 and P1N	170	LF	\$2.58	\$439	
	Elevator Main Disconnect Module 200A/3PH/480V	1	Each	\$1,450.00	\$1,450	
	#3 AWG CU Elevator Main Disconnect to Panel M1	20	LF	\$2.98	\$60	
	#8 AWG Ground from Elevator Disconnect to Panel M1	10	LF	\$1.49	\$15	
	2 " Conduit from Elevator Disconnect to Panel M1	10	LF	\$8.18	\$82	
	Panel M1 200A MLO 208Y/120V 3PH 4 wire	1	Each	\$1,235.00	\$1,235	
	Panel P1N 200A MLO 208Y/120V 3PH 4 wire	1	Each	\$1,235.00	\$1,235	
	Panel M2 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	Panel P2N 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	Panel P1S 100A MLO 208Y/120V 3PH 4 wire	1	Each	\$920.00	\$920	
	2 1/2" Conduit from PNL P1N to P1S	50	LF	\$14.89	\$745	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	#3 AWG CU from Panel P1N to P1S	150	LF	\$2.98	\$447	
	#8 AWG Ground from Panel P1N to P1S	50	LF	\$1.49	\$75	
	#10 AWG wire from PNL P1S to Standby Genset	255	LF	\$1.12	\$286	
	#10 Ground	85	LF	\$1.12	\$95	
	3/4" Conduit	85	LF	\$5.66	\$481	
	Emergency Genset Nat Gas 131KW/171KVA 475A 480/277	1	Each	\$65,000.00	\$65,000	
	2/0 AWG CU 24" B/G	14	LF	\$15.44	\$216	
	3/4" x 10' Ground Rod	1	Each	\$275.00	\$275	
	Exothermic Welds	3	Each	\$175.00	\$525	
	Disconnect Switch for condensing unit (no spec)	2	Each	\$150.00	\$300	
	Disconnect Switch for Fan unit (no spec)	2	Each	\$120.00	\$240	
	HVAC equip't connections	1	Lot	\$10,000.00	\$10,000	
	WP J-Box for Fire Bell Connection	1	Each	\$35.00	\$35	
	4'x8'X3/4" Telephone Backboard	1	Each	\$160.00	\$160	
	#6 Ground for Backboard	10	LF	\$1.88	\$19	
	Duplex Receptacles	111	Each	\$75.00	\$8,325	
	Duplex receptacle for refridgerator	2	Each	\$75.00	\$150	
	Duplex for Coffee Machine	1	Each	\$75.00	\$75	
	Duplex receptacle for Treadmill	5	Each	\$75.00	\$375	
	Duplex for Copy Machine	1	Each	\$75.00	\$75	
	Ceiling Mounted J-box for Cord Reel w/L5-20R simplex	1	Each	\$35.00	\$35	
	Quad Receptacles	35	Each	\$112.00	\$3,920	
	GFCI Duplex Receptacles	2	Each	\$90.00	\$180	
	WP GFCI Duplex Receptacle	1	Each	\$146.00	\$146	
	Conduit & wiring for recpls	1,659	LF	\$9.98	\$16,557	
	DATA & COMMUNICATIONS/ AV					
	Flush Floor Box w/Phone/Data/Power	4	Each	\$380.00	\$1,520	
	TV receptacle	2	Each	\$225.00	\$450	
	Data Receptacle	56	Each	\$175.00	\$9,800	
	TV outlet plaster ring, Hubbell coverplate	1	Each	\$89.00	\$89	
	Nema 6-30R Dedicated Receptacle	1	Each	\$124.00	\$124	
	AV drops, conduit/raceway & boxes	1	Allow	\$6,500.00	\$6,500	
	Data conduit, wiring, tray, cabling	1,200	LF	\$9.80	\$11,760	
	LIGHTING SYSTEM					
	Type A 2'X4" LED recessed troffer w/#12 lens	103	Each	\$388.00	\$39,964	
	Type A4 2'x4" LED surface mount LED troffer	16	Each	\$397.00	\$6,352	
	Type A4E 2'x4" LED surface mount LED troffer w/EM	4	Each	\$432.00	\$1,728	
	Type AE 2'X4" LED recessed troffer w/#12 lens w/EM	26	Each	\$409.00	\$10,634	
	Type B 2x2 LED w/ Curved Linear prismatic lens	20	Each	\$346.00	\$6,920	
	Type BE 2x2 LED w/ Curved Linear prismatic lens w/EM	8	Each	\$381.00	\$3,048	
	Type EM2 Architectural emergency light	3	Each	\$450.00	\$1,350	
	Type EX Thermoplastic LED exit w/battery backup	15	Each	\$299.00	\$4,485	
	Type R6 6" LED downlight	52	Each	\$301.00	\$15,652	
	Type R6E 6" LED downlight w/EM	9	Each	\$327.00	\$2,943	
	Type S2 1x4 LED Surface mount wrap	4	Each	\$277.00	\$1,108	
	Type W WL2 2' wall bracket	10	Each	\$80.00	\$800	
	Wall Pod push button nPODM-DX	36	Each	\$125.00	\$4,500	
	OCC Sensor Switch WSX-PDT	35	Each	\$214.00	\$7,490	
	OCC Sensor Ceiling Mount NCM-PDT-10	47	Each	\$238.00	\$11,186	
	Dimming Power Pack n-light nPP16-D	24	Each	\$133.00	\$3,192	
	J-Box	84	Each	\$31.00	\$2,604	
	Fan Rated J-box	2	Each	\$39.00	\$78	
	Fan Control Switch	1	Each	\$140.00	\$140	
	Conduit & wiring to lighting fixtures	2,700	LF	\$12.44	\$33,588	

Project
Project
Level of Estimate
Cost Estimate Detail

	CHINO VALLEY POLICE FACILITY - REVISION 1	Quantity (Units)	Unit	Unit Cost	APM Total	APM Total
	FIRE ALARM & LIFE SAFETY					
	FA Control panel, voice evacuation type	1	Each	\$6,500.00	\$6,500	
	Surge protection for FACP	1	Each	\$375.00	\$375	
	Continuous Relay for FACP	1	Each	\$450.00	\$450	
	1 1/2" Conduit @ FACP	25	LF	\$12.00	\$300	
	12" Ground Buss @ FACP	1	Each	\$300.00	\$300	
	FA Devices	1	Allow	\$20,000.00	\$20,000	
	Conduit & signal wiring to devices	1	Allow	\$5,000.00	\$5,000	
	Connect to flow switch	1	Each	\$300.00	\$300	
	Connect to tamper switch	1	Each	\$345.00	\$345	
					\$0	
	Electrical Systems - Site	1	LS	\$25,000.00	\$25,000	
	Electrical for Sliding Gate	1	LS	\$5,000.00	\$5,000	
					\$0	
	A/V Components Systems (Rough In)	16,725	SF	\$1.00	\$16,725	
	Security Systems (Rough In)	16,725	SF	\$1.00	\$16,725	
					\$0	
	Division 16 - Electrical Totals					438,996
	Subtotal				\$4,173,997	\$4,173,997

[illegible]

Item No.	ALTERNATE 1 - CHINO VALLEY POLICE FACILITY	Quantity (Units)	Unit	Unit Cost	Total	
1	Division 2 - Sitework					
2	Trash Enclosure Concrete Approach (6" Concrete)	510	SF	\$10.00	\$5,100	
3	Trash Enclosure - Allowance	1	EA	\$30,000.00	\$30,000	
						35,100
4	Division 2 - Interior Demolition					
5	No Scope In This Division					0
6	Division 3 - Concrete					
7	No Scope In This Division					0
8	Division 4 - Masonry					
9	No Scope In This Division					0
10	Division 5 - Metals					
11	No Scope In This Division					0
12	Division 6 - Wood & Plastics					
13	No Scope In This Division					0
14	Division 7 - Thermal & Moisture Protection					
15	No Scope In This Division					0
16	Division 8 - Doors & Windows					
17	No Scope In This Division					0
18	Division 9 - Finishes					
19	No Scope In This Division					0
20	Division 10 - Specialties					
21	No Scope In This Division					0
22	Division 11 - Equipment					
23	No Scope In This Division					0
22	Division 12 - Furnishings					
23	No Scope In This Division					0
22	Division 13 - Special Construction					
23	No Scope In This Division					0
24	Division 14 - Conveying Systems					
25	No Scope In This Division					0
26	Division 15 - Mechanical					
27	No Scope In This Division					0
28	Division 16 - Electrical					
29	No Scope In This Division					0
30	Alternate 1 Chino Police Facility Subtotal				\$35,100	

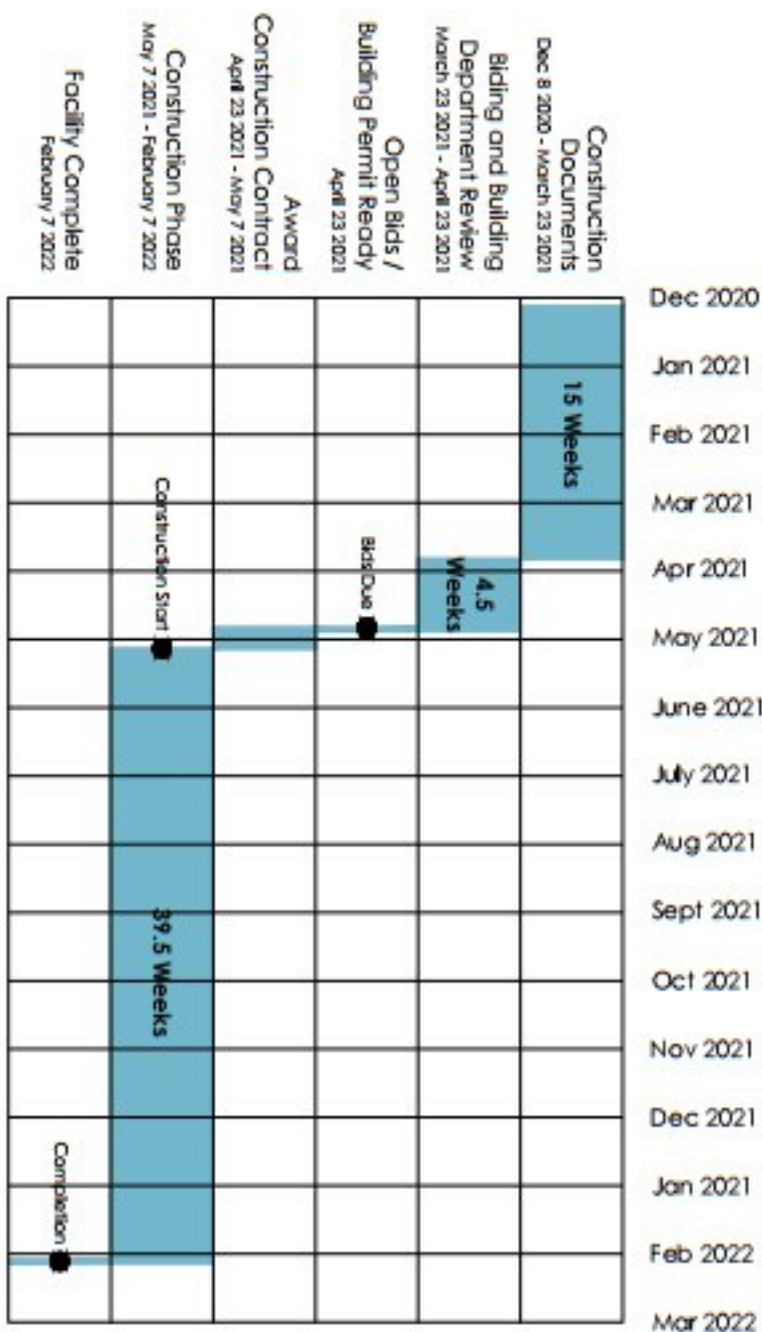
35,100

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Item No.	ALTERNATE 2 - CHINO VALLEY POLICE FACILITY	Quantity (Units)	Unit	Unit Cost	Total	
1	Division 2 - Sitework					
2	Parking Structure w/Solar Panels & 23 lights Allowance	8,444	SF	\$100.00	\$844,400	
3						
						844,400
4	Division 2 - Interior Demolition					
5	No Scope In This Division					0
6	Division 3 - Concrete					
7	No Scope In This Division					0
8	Division 4 - Masonry					
9	No Scope In This Division					0
10	Division 5 - Metals					
11	No Scope In This Division					0
12	Division 6 - Wood & Plastics					
13	No Scope In This Division					0
14	Division 7 - Thermal & Moisture Protection					
15	No Scope In This Division					0
16	Division 8 - Doors & Windows					
17	No Scope In This Division					0
18	Division 9 - Finishes					
19	No Scope In This Division					0
20	Division 10 - Specialties					
21	No Scope In This Division					0
22	Division 11 - Equipment					
23	No Scope In This Division					0
22	Division 12 - Furnishings					
23	No Scope In This Division					0
22	Division 13 - Special Construction					
23	No Scope In This Division					0
24	Division 14 - Conveying Systems					
25	No Scope In This Division					0
26	Division 15 - Mechanical					
27	No Scope In This Division					0
28	Division 16 - Electrical					
29	No Scope In This Division					0
30	Alternate 2 Chino Police Facility Subtotal				\$844,400	

844,400

Chino Valley Police Facility Proposed Design and Construction Schedule November 17, 2020



**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into as of December 8, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Stroh Architecture, Incorporated, an Arizona corporation (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated March 24, 2020, for the Consultant to provide the 30% schematic design of a new police station and budget estimate (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The Town has determined that additional services by the Consultant are necessary for the Consultant to (i) complete the design through construction documents and (ii) provide bidding and construction services (collectively, the “Additional Services”).

C. The Town and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work to include the Additional Services and (iii) provide for the increase in compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. **Term of Agreement.** The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. **Scope of Work.** Consultant shall provide the Additional Services as set forth in the Proposal, attached hereto as Exhibit 1 and incorporated herein by reference.

3. **Compensation.** The Town shall increase the compensation to Consultant by \$294,667.00, plus printing, mailing and shipping costs, for the Additional Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$148,057.00 to \$442,724.00, plus printing, mailing and shipping costs.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

STROH ARCHITECTURE,
INCORPORATED, an Arizona corporation

By: _____
Douglas D. Stroh, President

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
STROH ARCHITECTURE, INCORPORATED

[Proposal]

See following pages.



STROH ARCHITECTURE INC.

December 1, 2020

Joe Duffy, CPA
202 N. State Route 89
Chino Valley, AZ 86323

Re: 70 % Construction Document Phase Chino Valley Police Station

PROPOSAL

The preliminary scope of services as we know it is as follows:

Produce construction documents to build a new approx. 16,725 S.F. two story structure.

▣ Basic Services ▣

The Architect's Basic Services consist of: architecture; structural, mechanical, plumbing, electrical and civil engineering, landscape architecture and cost estimating.

Construction Document Phase

Based on the approved Design Development documents and any further adjustments in scope or quality of the project authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

The Architect shall submit the drawings to the town and Building Departments for a building permit and the Architect shall follow through with any revision required to obtain said permit. The Owner shall pay all building permit fees.

Chino Valley Police Station Construction Phase
Chino Valley, AZ
12/01/2020
Page 2 of 4

Construction Documents

One set of electronic PDF drawings and one specification book will be delivered to the Owner.

Bidding and Negotiation

A pre-bid conference with the prospective subcontractors and submittal review is included in this phase.

Construction Services Phase

The Architect will provide administration of the contract between the Owner and Contractor. The Architect will review all shop drawings and product submittals from the Contractor. The Architect will review the progress of the construction monthly and the Contractor's pay requests monthly and provide any clarifications requested by the Contractor.

▣ Additional Services ▣

The Additional Services described, but not necessarily limited to the following, are not included in the Basic Services and shall be considered extras to this proposal and shall be paid for by the Owner. The Additional Services shall only be provided if confirmed in writing by the Owner.

- Making revisions in the Drawings, Specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget.
- Providing special surveys, environmental studies and submissions required for approvals of the governmental authorities or others having jurisdiction over the Project.
- Providing any other services not otherwise included in this proposal or not customarily furnished in accordance with generally accepted architectural practice.

Chino Valley Police Station Construction Phase
 Chino Valley, AZ
 12/01/2020
 Page 3 of 4

Hourly Rates for Additional Services:

Principal Architect	\$ 150 / hour
Principal Engineer	\$ 150 / hour
Project Manager	\$ 120 / hour
Architectural Production	\$ 100 / hour
Engineering Production	\$ 100 / hour
Clerical Production	\$ 55 / hour

▣ Owner's Responsibilities ▣

The Owner shall provide full information regarding requirements for the Project, which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements, special equipment, systems and site requirements.

▣ Opinions of Probable Construction Cost ▣

In providing opinions of probable construction cost, the Client understands that the Architect has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Architect's opinions of probable construction costs are made on the basis of the Architect's professional judgment and experience. The Architect makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Architect's opinion of probable construction cost.

▣ Summary of Services Included ▣

Basic Services Included:

- Architecture
- Structural Engineering
- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Errors & Omissions Insurance

Chino Valley Police Station Construction Phase
Chino Valley, AZ
12/01/2020
Page 4 of 4

Compensation for the Basic Services listed above shall be as follows:

Project to be billed monthly based on percentage of completion.

Construction Documents Complete	\$274,183.00
Bidding Services	\$5,000.00
Construction Services	\$14,484.00
Total Compensation	\$294,667.00

See Exhibit A for fees breakdown.

In the event of termination, suspension or abandonment of the project, which is not the fault of the Architect, the Architect shall be compensated for services performed prior to the termination, suspension or abandonment, together with any reimbursable expenses.

Reimbursable Expenses shall be as follows:

- Printing Expenses: At cost
- Mailing and Shipping Expenses: At cost



Douglas Stroh

STROH ARCHITECTURE, INC

70% Professional Fees Schedule

Construction Documents

Architecture		\$150,675.00
Electrical Engineering		\$14,000.00
Mechanical Engineering		\$14,000.00
Structural Engineering		\$34,000.00
Cost Estimating		\$19,032.00
Landscape Architecture		\$12,700.00
Civil Engineering		\$29,776.00
Task 1 – 60% Site Grading & Drainage Plans	\$7,956.00	
Task 2 – 60% Off-Site Plans	\$4,694.00	
Task 3 – Meetings and Coordination	\$1,188.00	
Task 4 – 60% Drainage Report (BODR not included)	\$4,080.00	
Task 5 – 60% Water & Sewer Design	\$3,352.00	
Final Design		
Task 1 – Final Grading & Drainage Plans	\$2,692.00	
Task 2 – Final Off-Site Plans	\$1,814.00	
Task 3 – Meetings and Coordination	\$350.00	
Task 4 – Final Water & Sewer Design	\$1,082.00	
Task 5 – Final Drainage Report	\$680.00	
Task 6 – ADOT Coordination & Permitting	\$1,888.00	
Total Construction Document Fees		\$274,183.00
Bidding & Construction Services		
Architecture		\$8,750.00
Mechanical Engineering		\$2,000.00
Electrical Engineering		\$2000.00
Structural Engineering		\$3,000.00
Civil Engineering		\$4,734.00
Meetings & Site Observations (4 site visits)	\$2,708.00	
RFI's	\$838.00	
Project Coordination and Close Out	\$1,188.00	
Total Bidding & Construction Services Fees		\$20,484.00
Total 70% Phase Fees		\$294,667.00
TOTAL ARCHITECTURAL & ENGINEERING FEES		\$441,724.00



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. d.

Meeting Date: 12/08/2020

Contact Person: Will Dingee, GIS Tech
Phone: 928-636-4427 x-1233

Department: Development Services

Estimated length 10 minutes

of staff presentation:

Physical location of item: Located on the east side of Kachina approximately 600 feet north of Red Cinder Road.

AGENDA ITEM TITLE:

Consideration and possible action to rezone approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance located on the east side of Kachina approximately 600 feet north of Red Cinder Road. (Will Dingee, Assistant Planner)

RECOMMENDED ACTION:

Approve rezone of approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance located on the east side of Kachina approximately 600 feet north of Red Cinder Road.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ord. 2020-891

Staff report

ORDINANCE NO. 2020-891

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 3.18 ACRES OF REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF KACHINA LANE, APPROXIMATELY 600 FEET NORTH OF RED CINDER ROAD, FROM AR-5 (AGRICULTURAL-RESIDENTIAL - 5 ACRE MINIMUM) AND SR-2 (SINGLE FAMILY RESIDENTIAL - 2 ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL - 1 ACRE MINIMUM).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 3.18 acres of real property generally located on the east side of Kachina Lane, approximately 600 feet north of Red Cinder Road, from AR-5 (agricultural-residential - 5 acre minimum) and SR-2 (single family residential - 2 acre minimum) to SR-1 (single family residential - 1 acre minimum) (the "Zoning Map Amendment"); and

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

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

WHEREAS, the Planning and Zoning Commission recommended approval of the Zoning Map Amendment; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this Ordinance.

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

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

Section 2: The Official Zoning Map is hereby amended for property consisting of approximately 3.18 acres, described in Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by reference, to rezone it from AR-5 (agricultural-residential - 5 acre minimum) and SR-2 (single family residential - 2 acre minimum) to SR-1 (single family residential - 1 acre minimum).

Section 3: The Town Manager is directed, upon the effective date of this Ordinance, to cause the Zoning Map Amendment to reflect the new zoning of the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 4: If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5: The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 8th day of December, 2020.

Jack Miller, Mayor

ATTEST:

Erin Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2020-891 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 8, 2020, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2020-891

[Legal Description]

See following page.

EXHIBIT "A"
Property Description

All that portion of Tract 40 in Section 11, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the Northeast corner of said Tract 40;

Thence, South 00°06'00" East, 438.02 feet to the **POINT OF BEGINNING**;

Thence, continuing South 00°06'00" East, 114.97 feet;

Thence, South 31°36'34" West, 217.22 feet;

Thence, South 89°49'41" West, 381.88 feet;

Thence, North 00°16'45" West, 301.72 feet;

Thence, South 89°55'50" East, 497.00 feet to the **POINT OF BEGINNING**;

Containing 3.1852 acres, more or less.

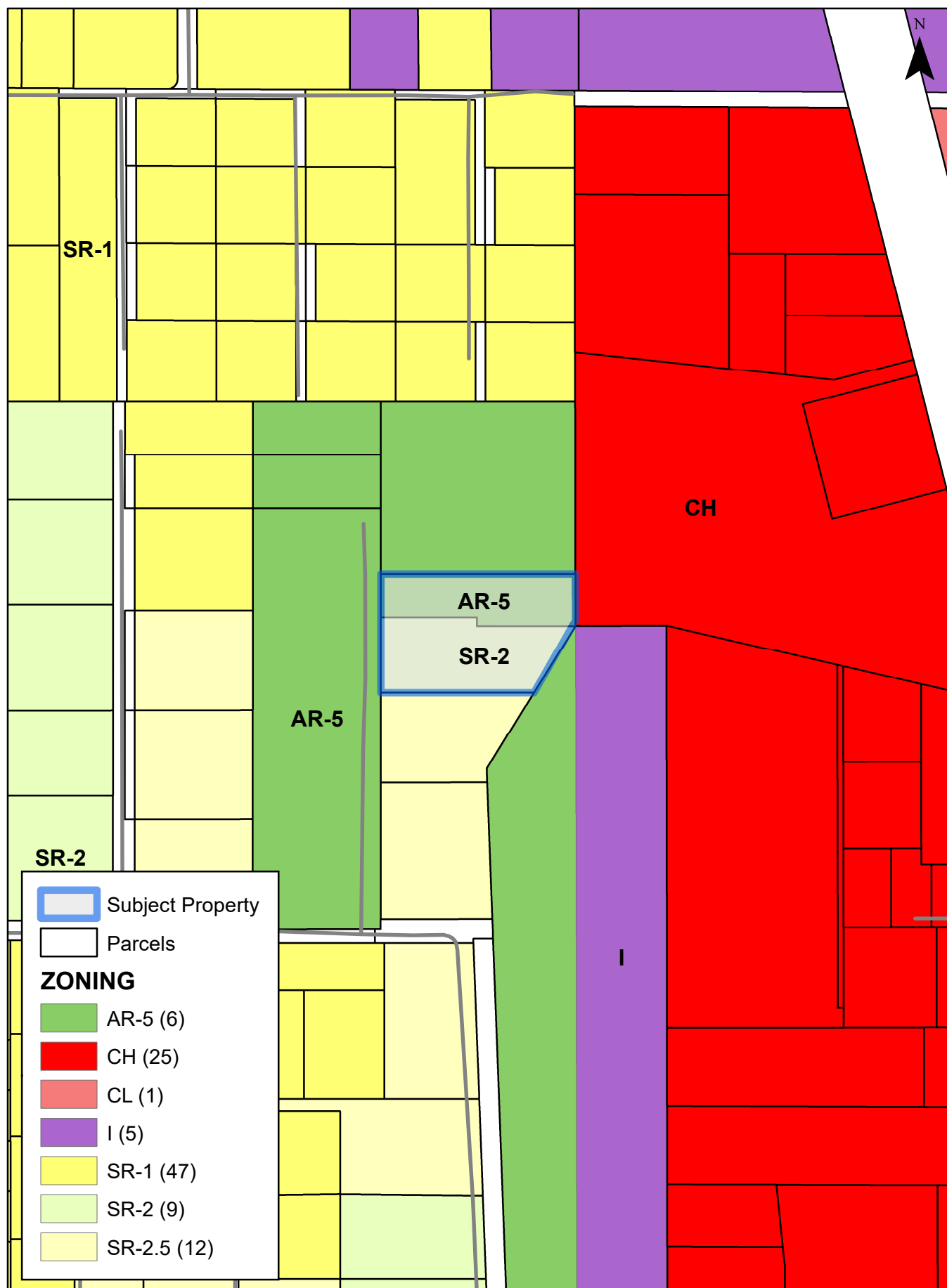


REVISED: August 5, 2020
July 20, 2020
TR40.cog

EXHIBIT 2
TO
ORDINANCE 2020-891

[Zoning Exhibit]

See following page.





**TOWN OF CHINO VALLEY
TOWN COUNCIL
DECEMBER 8, 2020**

APPLICATION SUMMARY

File Number: Z-08-20

Assessor's Parcel Number: 306-17-112B

Site Location: Located on the east side of Kachina approximately 600 feet north of Red Cinder Road.

Owners of Record: Thomas & Princess Romanek

Applicant: Thomas Romanek

Request: Request to rezone approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance.

SITE DATA

Existing Zoning	SR-2 Single-Family Residential 2-acre Minimum) & AR-5 (Agricultural Residential 5-acre minimum)
Lot Size	3.18 acres (138,520.8 square feet)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential
Existing Land Use	Single-Family Residential

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	AR-5	Medium Density Residential	Agricultural Residential
East	CH, I & AR-5	Commercial	Vacant & Agricultural
South	SR-2.5	Medium Density Residential	Single Family Residential
West	AR-5	Medium Density Residential	Vacant

BACKGROUND

SITE DESCRIPTION

The subject property is located on the east side of Kachina approximately 600 feet north of Red Cinder Road and has a physical address of 2362 Kachina. The site currently has a dual zoning classification of SR-2 (Single-Family Residential 2-acre minimum) and AR-5 (Agricultural Residential 5-acre minimum) and is identified with a General Plan Land Use Designation of Medium Density Residential. The property has a single-family residence (1664 square feet constructed in 2019) and an outbuilding (696 square feet constructed in 1989) on site (**See Attachment 1: Vicinity Map**).

The surrounding area is mixed between medium density single-family residential, medium density agricultural residential and vacant land. The properties to the north, west and southeast are zoned AR-5 while the properties to the south are zoned SR-2.5. To the east of the subject property are properties that are zone CH (Commercial Heavy) and I (Industrial) (**See Attachment 2: Zoning Map**).

PROPERTY HISTORY

Up until 2018 the subject property existed as it does today, a 3.18-acre piece of property with the exception of being completely zoned agricultural. In 2018 the property was subdivided into two parcels, one 1.18-acre parcel and one 2-acre parcel both with AR-5 zoning, without coming through the Town's process which resulted in the two parcels being unbuildable. The applicant purchases the 2-acre parcel in 2018 with the understanding that it was a legitimate and buildable parcel. Upon applying for a building permit with the Town, the applicant was informed of the parcels status and was directed to bring the property into conformance by Town Staff. On November 13, 2018 the applicant brought the 2-acre parcel into conformance after receiving approval to rezone the parcel from AR-5 to SR-2 (Single-Family Residential 2-acre minimum) under Ordinance 18-857 (**Attachment 3: Ordinance 18-857**). The applicant was able to pull a building permit for his single-family residence at the beginning of 2019. Earlier this year the applicant with the intention of constructing a residence purchased the 1.18-acre parcel. Town Staff informed him that this property, like the 2-acre parcel, needed to be brought into conformance as it was a non-buildable parcel due to its zoning and layout. At the recommendation of Town Staff, the applicant combined both the 2-acre and 1.18-acre parcels into a single 3.18-acre parcel and submitted for a rezoning of the property.

PROJECT DESCRIPTION

The applicant is requesting to rezone a 3.18-acre parcel from the dual zoning of AR-5 and SR-2 zoning districts to the SR-1 zoning districts to bring the property into conformance and subsequently subdivide the parcel into two parcels of approximately the same size.

CITIZENS REVIEW & PUBLIC HEARING PROCESS

Town Staff notified property owners within a 300-foot radius of the subject property, resulting in eight mailed notices for public notification. The neighborhood meeting was held November 2nd, 2020 and no members of the public attended.

PLANNING AND ZONING COMMISSION

This Item was presented before the Planning and Zoning Commission on November 3, 2020. Commissioner Armstrong asked if there was already two residences on site. Staff explained that there was not however, there was a storage building at the rear of the property that the applicant was planning to convert to a livable space. A member of the public (Donna Armstrong) asked about access and utilities on proposed second parcel. Staff explained that the proposed division of land would result in the creation of a flag lot and that both properties would be on well and septic.

APPROVED 7-0

STAFF ANALYSIS AND RECOMMENDATION

The zoning request of the SR-1 zoning district is in conformance with the area's General Plan Land Use Designation of Medium Density Residential (**See Attachment 5: General Plan Map**). The entitlements associated with this zoning district would allow for the subject property to be re-subdivide into a configuration that conforms to the Town's Development Standards.

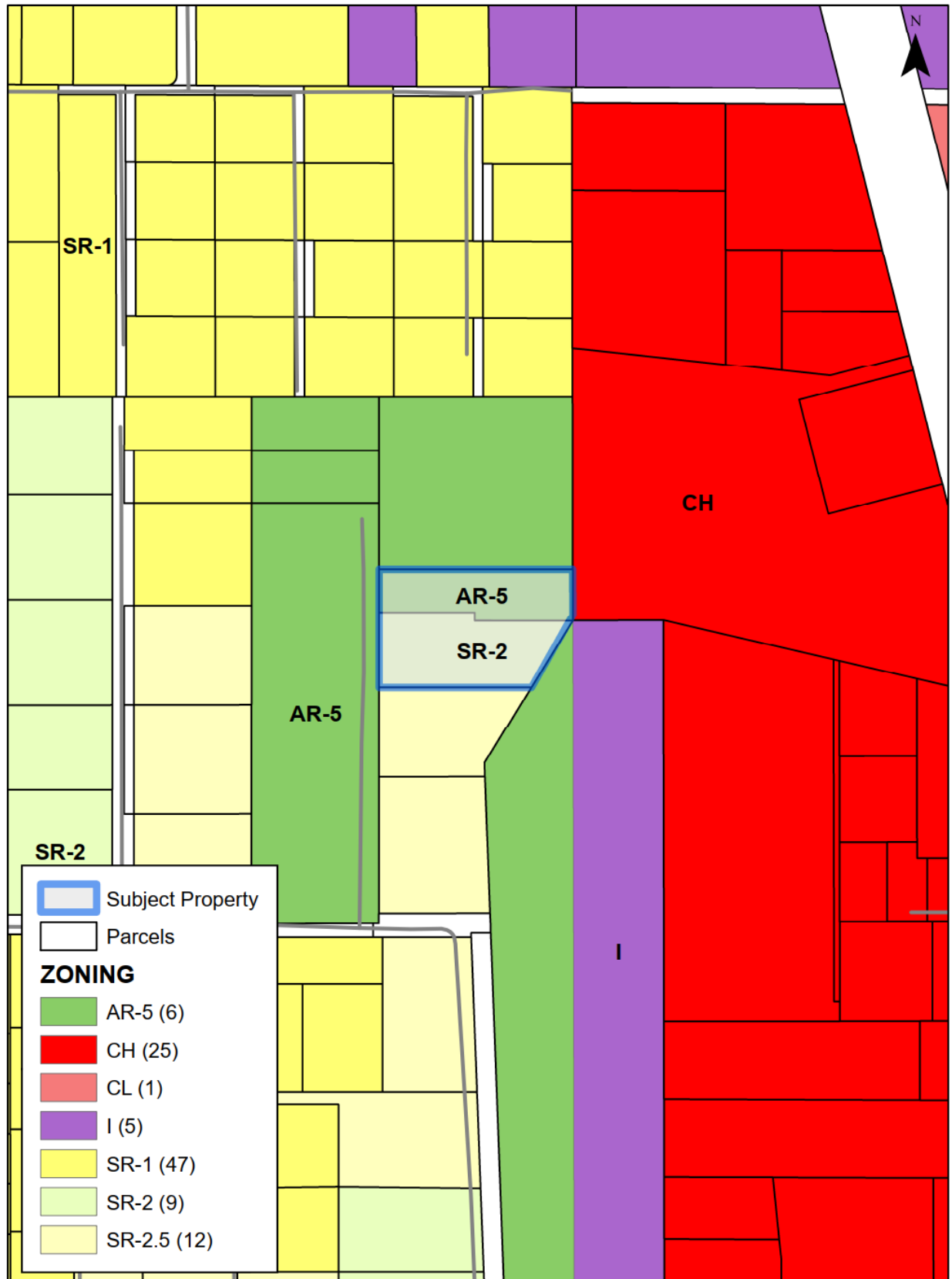
RECOMMENDATION

Staff and the Planning and Zoning Commission forward a recommendation of approval to the Town Council to rezone approximately 3.18 acres of real property from the dual zoning of AR-5 (Agricultural Residential 5-acre Minimum) and SR-2 (Single-Family Residential 2-acre Minimum) zoning districts to the SR-1 (Single-Family Residential 1-acre Minimum) zoning district to bring the property into conformance.

ATTACHMENTS

VICINITY MAP

ZONING MAP



ORDINANCE 18-857**ORDINANCE NO. 18-857**

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY TWO ACRES OF REAL PROPERTY GENERALLY LOCATED APPROXIMATELY 612 FEET NORTH OF THE NORTHEAST CORNER OF RED CINDER ROAD AND KACHINA LANE, FROM THE AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) ZONING DISTRICT TO THE SR-2 (SINGLE FAMILY RESIDENTIAL – 2 ACRE MINIMUM), ZONING DISTRICT.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley Official Zoning Map for a ±2 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-2 (Single Family Residential – 2 acre minimum); and

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

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

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

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

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

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

Section 2. The Official Zoning Map is hereby amended for property consisting of approximately two acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, to rezone it from AR-5 (Agricultural Residential – 5 acre minimum) to SR-2 (Single Family Residential – 2 acre minimum). The Property described herein shall be used in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of November, 2018.

SEAL


Darryl L. Croft, Mayor

ATTEST:


Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:


Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 18-857 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on November 13, 2018, and that quorum was present, and that the vote thereon was 7 ayes and 0 nays and 0 abstentions. 0 Council members were absent or excused.


Jami C. Lewis, Town Clerk

All that portion of Tract 40, lying in Section 11, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona;

BEGINNING at a point that lies South 0 degrees 06' East, 552.92 feet from the Northeast corner of said Tract 40 being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 49' West 250 feet to a point;

Thence North 0 degrees 16' 45" West 23.51 feet to a point;

Thence South 89 degrees 49' 41" West 246.65 feet to a point;

Thence South 0 degrees 15' 45" East 208.16 feet to a point;

Thence North 89 degrees 49' 41" East 381.88 feet more or less to a point;

Thence North 31 degrees 36' 44" East 217.22 feet to the true point of beginning;

Zoning Exhibit



Z18-000021: ROMANEK

■ ■ ■ Subject Property

Applicant: TOM ROMANEK

Request: Rezone 2 acres from AR-5 zoning district to SR-2 zoning district.

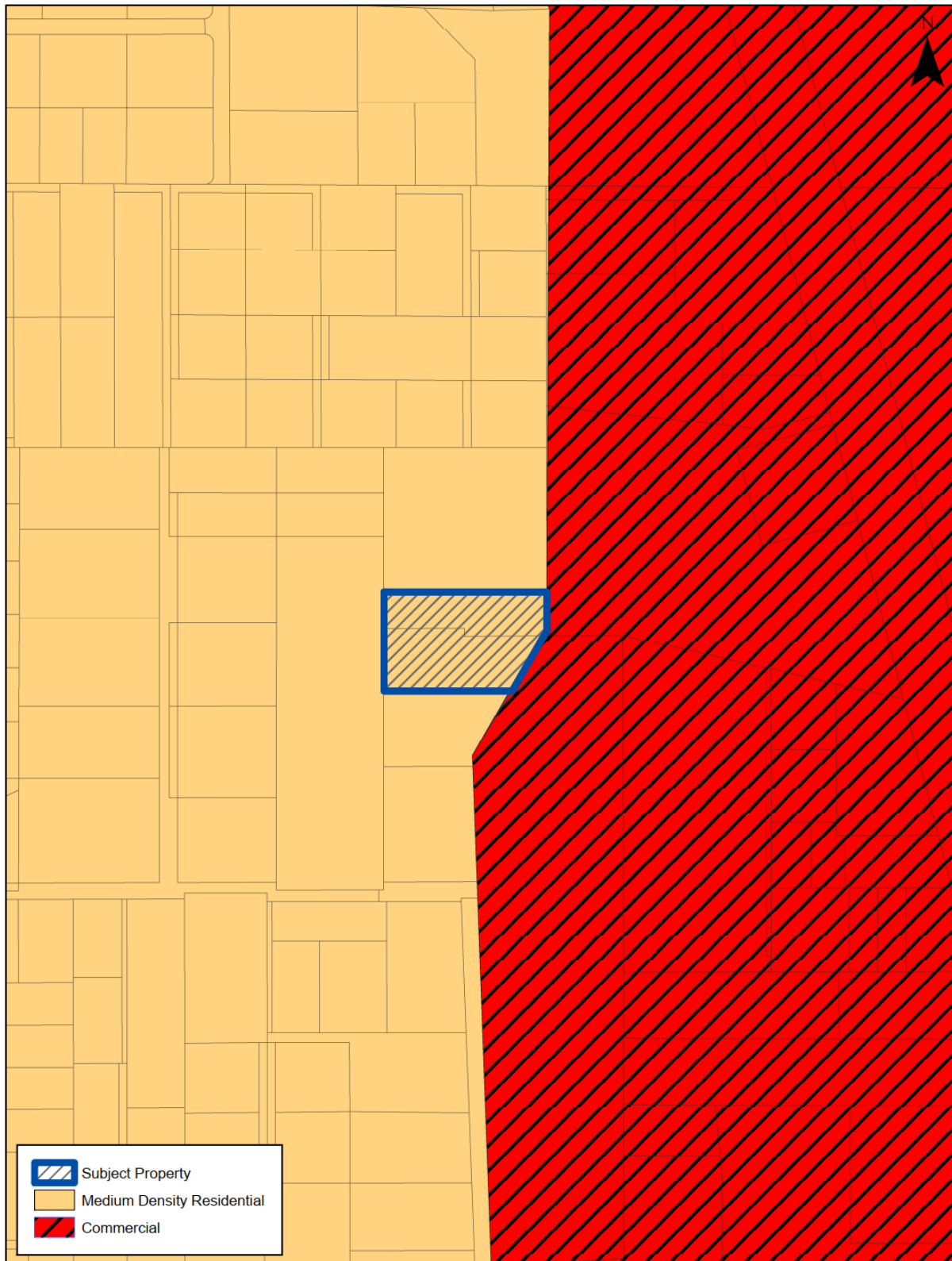
Location: Approximately 620' N from the intersection of Kachina & Red Cinder Road to the SE corner of the property.

APN: 306-17-018Z



Not to Scale

GENERAL PLAN MAP





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. e.

Meeting Date: 12/08/2020

Contact Person: Will Dingee, GIS Tech
Phone: 928-636-4427 x-1233

Department: Development Services

Estimated length 15 minutes

of staff presentation:

Physical location of item: Located approximately 1,700 feet west of the southwest corner of West Road 4 North and North Road 1 West

AGENDA ITEM TITLE:

Consideration and possible action to approve the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots located approximately 1,700 feet West of the Southwest corner of West Road 4 North and North Road 1 West. (Will Dingee, Assistant Planner)

RECOMMENDED ACTION:

Approve the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots located approximately 1,700 feet west of the southwest corner of West Road 4 North and North Road 1 West with the following stipulations:

- Drainage report needs to be modified to the Town Engineer's specifications and comments as follows:
 1. The drainage reports shall quantify the overtopping depth and velocity at Road 4 North.
 2. Provide water modeling of the outlet structures at 4 North to show that velocities are low enough to prevent erosion.
 3. Provide drainage summary map as requested.
 4. Address miscellaneous comments as required by the Town Engineer.
- Prior to recordation of Final Plat a Letter of Credit shall be submitted to the Town in the amounts required by Section 5 of the Subdivision Regulations.

SITUATION AND ANALYSIS:

See attached Staff Report

Fiscal Impact

Fiscal Impact?: n/a

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Heritage Point Staff Report



**TOWN OF CHINO VALLEY
TOWN COUNCIL
DECEMBER 8, 2020**

APPLICATION SUMMARY

File Number: F-1-20

Assessor's Parcel Number: 306-13-004X, 306-13-004Z, 306-13-120

Site Location: Located approximately 1,700 feet west of the southwest corner of West Road 4 North and North Road 1 West (West of Appaloosa Meadows II Subdivision)

Owners of Record: Big Chino Investors LLC

Applicant: Craig Helsing, Brown Homes

Request: Request for approval of the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots.

SITE DATA

Existing Zoning	SR-1 (Single Family Residential- 1 Acre Minimum)
Lot Size	89.9 acres (3,916,044 square feet)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 ac or less)
Existing Land Use	Vacant

AREA	ZONING	GENERAL PLAN LAND USE DESIGNATION	LAND USE
North	SR-1, CL/SR-1 AR-5	Medium Density Residential (2 ac or less)	Windmill House, Vacant, Single Family Residence
East	SR-1	Medium Density Residential (2 ac or less)	Appaloosa Meadows Phase 2 Subdivision
South	SR-1	Medium Density Residential (2 ac or less)	Chino Lakes No.2 Subdivision
West	SR-1	Medium Density Residential (2 ac or less)	Chino Lakes No.2 Subdivision

BACKGROUND

SITE DESCRIPTION

The subject properties, previously part of the Appaloosa Meadows Phase 3 expansion, are located approximately 1,700 feet west of the southwest corner of North Road 1 West and West Road 4 North and north of Chino Lakes Unit 2 subdivision. The properties are accessed by way of West Road 4 North, with Talia Place currently providing an additional access point to one of the three parcels by way of a stubbed out street. The site has a zoning classification of SR-1 (Single Family Residential- 1 Acre Minimum) and a land use designation of Medium Density Residential (2 ac or less). Currently there are no improvements on the site. **(See Attachment 1: Vicinity Map)**

The area is predominantly medium density single-family residential development. The properties directly north are zoned SR-1 (Single Family Residential- 1 Acre Minimum) and CL/SR-1 (Commercial Light/ Single Family Residential- 1 Acre Minimum) with the Windmill House, vacant land and a single family residence. To the east, properties are SR-1 (Single Family Residential- 1 Acre Minimum) with Appaloosa Meadows Phase 2 subdivision. The properties to the south and west of the subject properties are zoned SR-1 (Single Family Residential- 1 Acre Minimum) and are part of the Chino Lakes No. 2 subdivision. **(See Attachment 2: Zoning Map)**

PROJECT HISTORY

On September 10, 2019 Town Council approved a new preliminary plat for the Heritage Point subdivision. The preliminary plat consisted of 75 1-acre lots with the intention to be developed over four phases. The applicant then proceeded to bring their development through the technical review process and was given the go-ahead for Final Plat approval so long as certain stipulations were met.

PROJECT DESCRIPTION

The applicant is requesting approval of a master Final Plat, which will allow the recordation of phase one, and the platting of large tracks for the remaining three phases with the proposed lot layout greyed in for Heritage Point along with its associated property boundaries, easements, land use, streets, utilities, drainage and other information requirements for the proposed development.

FINAL PLAT

The recordation of the first phase of the Final Plat will subdivide the first 20 lots of this 89.9 acre development. **(See Attachment 3: Final Plat)**

All lots have been determined by Town Staff to conform to the development standards set forth by the SR-1 zoning district including; building setbacks, minimum lot area, minimum lot frontage and maximum building height.

All arterial, collector and local streets shall be dedicated to the Town of Chino Valley with all street improvements completed as required by the Unified Development Ordinance. All lots will be served by wells and sewage disposal (septic tanks). Gas will be provided by Unisource and power will be by Arizona Public Service.

All arterial and collector streets will provide minimum six (6) foot wide sidewalks, separated from the

roadway by a landscape strip of at least eight (8) feet. As this development is classified as a rural subdivision, there is no sidewalk requirements for local roads.

PUBLIC PARTICIPATION REVIEW

Staff notified the surrounding property owners of the Heritage Point Final Plat by letter. Notifications were physically posted on the subject property and published in the Daily Courier (Sunday, October 18, 2020). Several members of the public from neighboring properties were in attendance at the Planning and Zoning Commission meeting, held on Tuesday, November 3, 2020. Resident's comments included:

- Concerns that new residents of Heritage Point subdivision would use and increase traffic on Talia Place to access Road 3 rather than driving towards Road 4. Staff reiterated that Talia Place was designated in the 1990's to connect to Heritage Point, then Appaloosa III, as part of the overall development.
- Concerns that roads in Appaloosa subdivision are already in poor condition and further traffic would cause further damage to the roadways. Staff commented that pavement maintenance is being addressed by the Town and there is a proposed project to address crack filling and seal coating in the Appaloosa neighborhood.
- Several residents questioned the burden on resources with the addition of 75 private wells and septic systems. Staff and Planning Commission noted that State had approved onsite wells for water. The closest connection to infrastructure for sewer is in Road 1 East and Perkinsville Rd, which is located uphill and be cost prohibitive to the project.

PLANNING COMMISSION HEARING AND RECOMMENDATION

The Planning and Zoning Commission met on Tuesday, November 3, 2020. Planning Commission forwards a recommendation of approval to Town Council for the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots with the following stipulations:

1. Drainage report needs to be modified to the Town Engineer's specifications and comments as follows:
 - a. The drainage reports shall to quantify the overtopping depth and velocity at Road 4 North.
 - b. Provide water modeling of the outlet structures at 4 North to show that velocities are low enough to prevent erosion.
 - c. Provide drainage summary map as requested.
 - d. Address miscellaneous comments as required by the Town Engineer.
2. Prior to recordation of Final Plat a Letter of Credit shall be submitted to the Town in the amounts required by Section 5 Subdivision Regulations.

STAFF ANALYSIS AND RECOMMENDATION

The Heritage Point Final Plat meets all requirements set forth by Section 5.2.4 of the Unified Development Ordinance. The site will have its main access by way of West Road 4 North and the development will be utilizing on site wells and septic systems. The Development Services Department and the Public Works Department have completed an initial review of the submitted Final Plat and have identified a couple of issues that will need to be addressed prior to the recordation of the Final Plat. Town Staff is comfortable

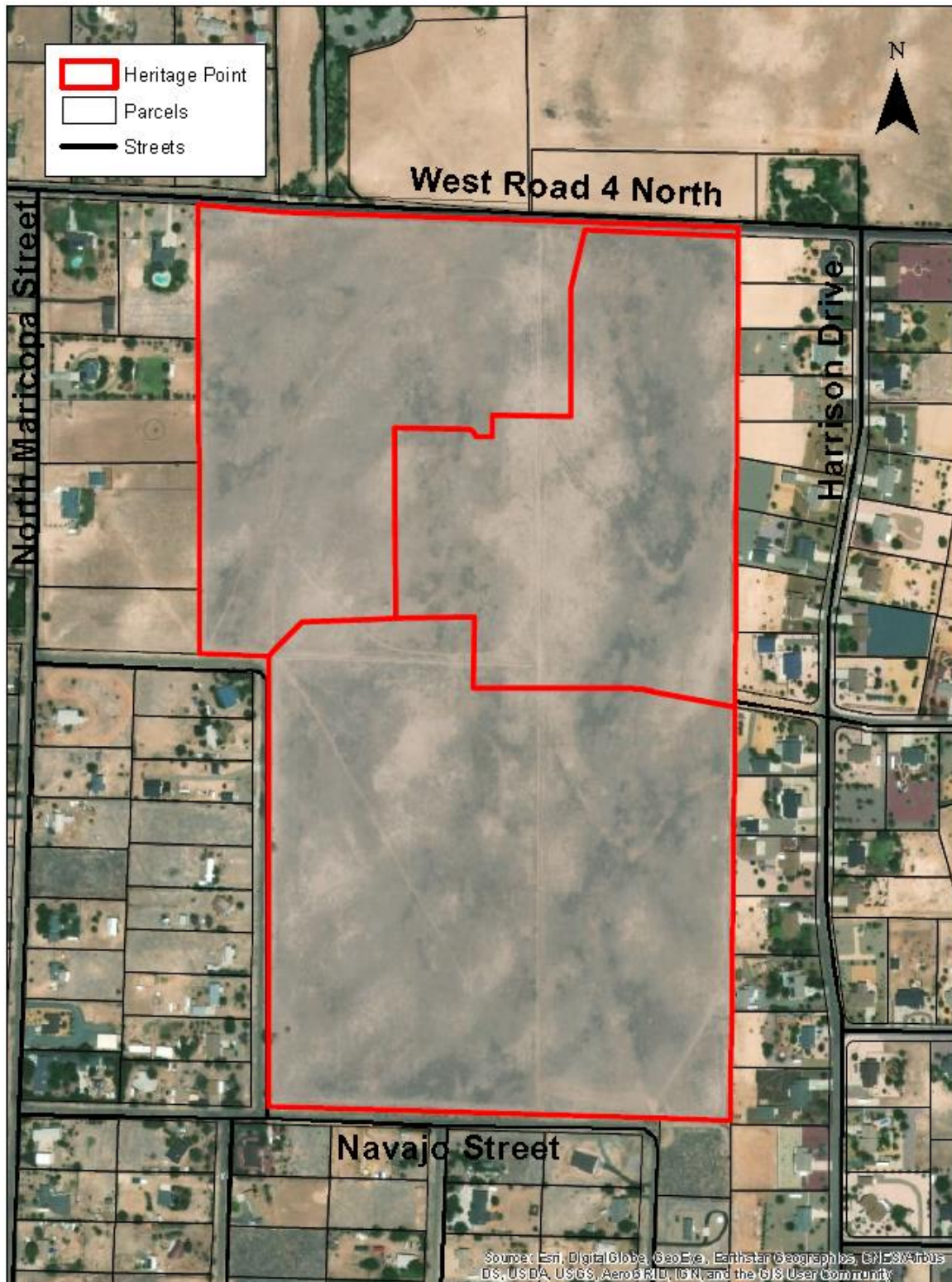
with stipulating these changes and proceeding with a recommendation to the commission. Each subsequent phase of this development will be brought back for Council approval.

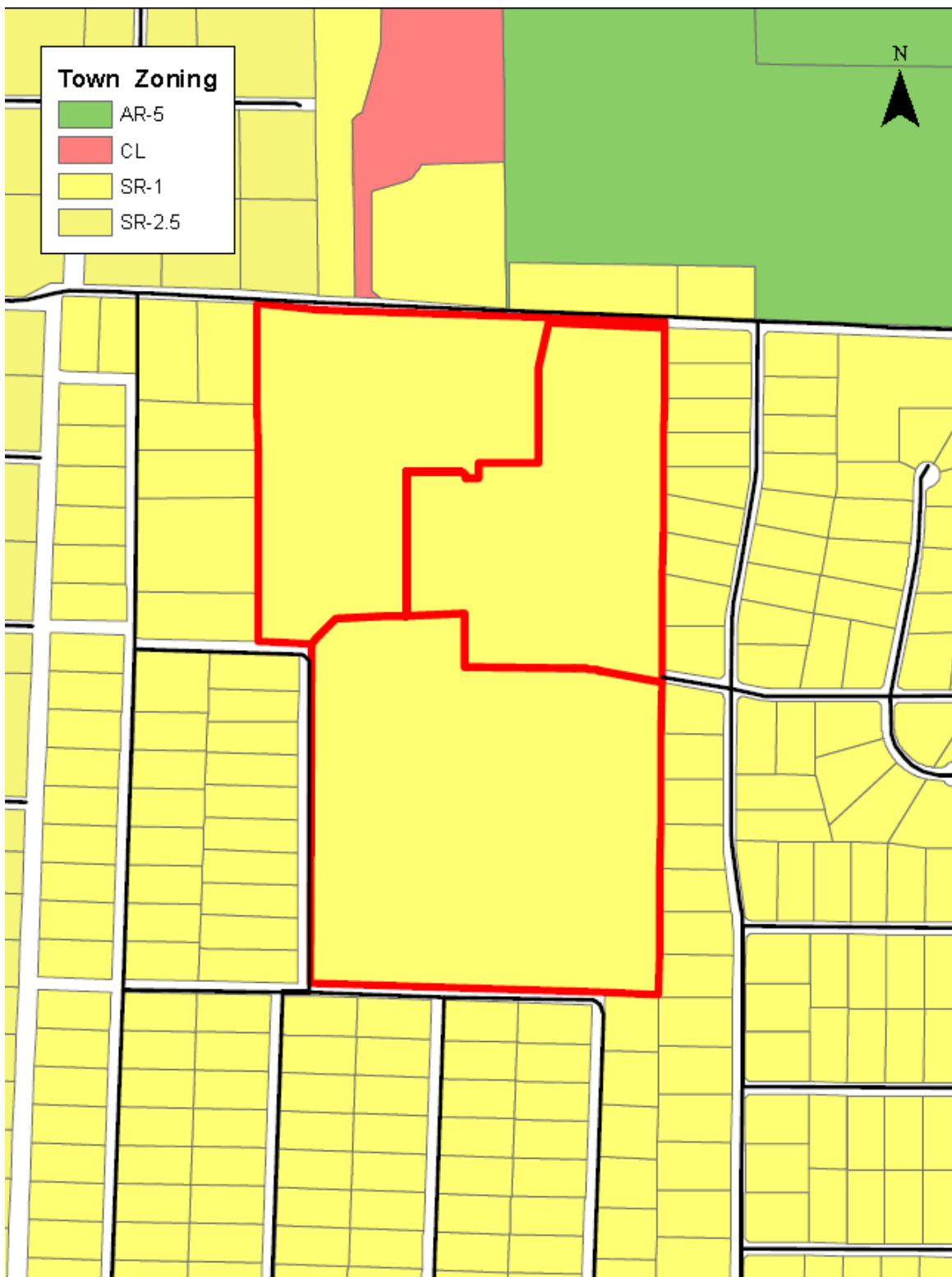
RECOMMENDATION ON REQUESTED REZONE

Staff recommends that Town Council provide a recommendation of approval of the Heritage Point Final Plat to record the first of four (4) phases in subdividing approximately 89.9 acres into 75 1-acre lots with the following stipulations:

- 3.** Drainage report needs to be modified to the Town Engineer's specifications and comments as follows:
 - a.** The drainage reports shall to quantify the overtopping depth and velocity at Road 4 North.
 - b.** Provide water modeling of the outlet structures at 4 North to show that velocities are low enough to prevent erosion.
 - c.** Provide drainage summary map as requested.
 - d.** Address miscellaneous comments as required by the Town Engineer.
- 4.** Prior to recordation of Final Plat a Letter of Credit shall be submitted to the Town in the amounts required by Section 5 Subdivision Regulations.

ATTACHMENTS

VICINITY MAP

ZONING MAP

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. f.

Meeting Date: 12/08/2020

Contact Person: Will Dingee, GIS Tech
Phone: 928-636-4427 x-1233

Department: Development Services

Estimated length None

of staff presentation:

Physical location of item: Located approximately 460 feet east from the northeast corner of West Center Street and Sycamore Vista Drive at 1370 West Center Street

AGENDA ITEM TITLE:

Consideration and possible action to reduce the stipulated right-of-way dedication under Ordinance 2019-872 from 25 feet to 15 feet in accordance with the new subdivision regulations and subsequent accept the dedication of the reduced right-of-way located 490 feet East of the Northeast corner of West Center Street and Sycamore Vista Drive at 1370 West Center Street. (Will Dingee, Assistant Planner)

RECOMMENDED ACTION:

Approve to reduce the stipulated right-of-way under Ordinance 2019-872 from 25 feet to 15 feet in accordance with the new subdivision regulations and subsequently accept the dedication of the reduced right-of-way.

SITUATION AND ANALYSIS:

On September 24, 2019, Town Council approved the rezoning of parcel 306-21-010T under Ordinance 2019-872. A stipulation of this rezone was the dedication of 25 feet of right-of-way along Center Street in accordance with Town Code at the time. When Town Council approved the new subdivision regulations text amendment under Ordinance 2020-885 back on September 8, 2020, the right-of-way requirements were reduced from 100 feet to 80 feet. Staff is asking Town Council to approve the reduction in right-of-way required and subsequent acceptance of the reduced right-of-way.

Other Pertinent Documents Available Upon Request:

See attached Ordinance, Subdivision Regulations - ROW requirements and Deed

Fiscal Impact

Fiscal Impact?: N/A

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Subdivision Regulations - ROW Requirements

ORD 2020-882 - Laster Stipulation Modification

Table 5-2: Rural Subdivision Private Street Minimum Design Standards (1) (2)							
Number of Lots (3)	Right-of-way Width		Subgrade	Base Depth	Surface Depth	Edge Improvements	Accept ROW?
	Total Width	Improvement Width					
2 to 3	50	20	6"	6"	3" Dust free material	None	No
4 to 10	50	24	6"	6"	Double Chip	Ribbon/Thickened Edge	No
More than 10	50	24	6"	6"	3" Asphalt	Ribbon/Thickened Edge	Council Discretion
(1) Rural subdivision private streets shall meet the roadway geometric criteria and pavement structural section requirements set forth in Sections 5.3.2(A)–(D) of these Subdivision Regulations. (2) Subdividers utilizing rural subdivision private streets shall be required to meet the homeowners' association requirements set forth in Section 5.3.2(E) of these Subdivision Regulations. (3) If the proposed subdivision serves as an access point to other lots or parcels, and the total number of potential remaining lots that could be developed, together with the proposed subdivision, is more than 10, the proposed subdivision shall make the "Improvement Width" the same as a development with 10 or more lots. As an example, if the proposed subdivision is three lots, but the private street could continue beyond the proposed subdivision to include more than 10 lots, the "Improvement Width" must be 24 feet. Surface Depth and Edge Improvements shall remain as listed for the proposed number of lots in the proposed subdivision.							

B. Grades

1. Maximum:

- a. Arterial routes: as determined by the Public Works Director.
- b. Collector streets: eight (8) percent.
- c. Local residential streets: twelve (12) percent.

(Maximum longitudinal slopes of up to eighteen (18) percent may be used for a distance not to exceed three hundred (300) feet if existing terrain dictates, and if approved by the Public Works Director).

- d. Cul-de-sacs: eight (8) percent.
- e. Intersections five (5) percent for a minimum of fifty (50) feet from points of intersection.

2. Minimum: all streets shall have a minimum longitudinal slope of four-tenths (0.4) percent.

3. Desirable: all streets six (6) percent.

ORDINANCE NO. 2020-892

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING A STIPULATION IN ORDINANCE NO. 2019-872, WHICH APPROVED A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 2.05 ACRES OF REAL PROPERTY GENERALLY LOCATED 490 FEET EAST OF THE NORTHEAST CORNER OF WEST CENTER STREET AND SYCAMORE VISTA DRIVE, AT 1370 WEST CENTER STREET, FROM AR-5 (AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) amended the Town of Chino Valley Official Zoning Map for a 2.05 acre parcel zoned AR-5 (Agricultural Residential – 5 acre minimum) to SR-1 (Single Family Residential – 1 acre minimum) pursuant to Ordinance 2019-872, adopted on September 24, 2019; and

WHEREAS, Ordinance 2019-872 required the property owner to dedicate 25 feet of right-of-way along Center Street; and

WHEREAS, since approving Ordinance 2019-872, the Town Council has modified the right-of-way requirements for Center Street, resulting in a reduction in the need for the property owner to dedicate right-of-way from 25 feet to 15 feet; and

WHEREAS, the Town Council desires to amend Ordinance 2019-872 to reduce the required right-of-way dedication from 25 feet to 15 feet.

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

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

Section 2: Ordinance 2019-872 is hereby amended by deleting Stipulation 3 thereof in its entirety and replacing it with the following:

3. Property owner shall dedicate to the Town an additional 15 feet of real property for use as Right-of-Way along Center Street.

Section 3: If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona on this 8th day of December, 2020.

Jack Miller, Mayor

ATTEST:

Erin Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2020-892 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 8, 2020, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin Deskins, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. g.

Meeting Date: 12/08/2020
Contact Person: Chuck Wynn, Police Chief
 Phone: 928-636-2646 x-1258
Department: Police
Estimated length of staff presentation: None
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement with San Tan Auto Partners, L.L.C. for the purchase of a 2021 Police Interceptor Utility AWD Vehicle in the amount of \$35,555.28 and the outfitting of the vehicle through MHQ of Arizona in the amount of \$21,247.03 for the total purchase of \$56,802.31. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:

Approve the Cooperative Purchasing Agreement with San Tan Auto Partners, L.L.C. for the purchase of a 2021 Police Interceptor Utility AWD Vehicle in the amount of \$35,555.28 and the outfitting of the vehicle through MHQ of Arizona in the amount of \$21,247.03 for the total purchase of \$56,802.31.

SITUATION AND ANALYSIS:

Purchase of this vehicle has been budgeted for and approved in the FY 20/21 budget.

Other Pertinent Documents Available Upon Request:

Appendix 6g.-A The Complete Cooperative Purchasing Agreement with San Tan Ford may be viewed online at www.chinoaz.net/agendacenter with the December 8, 2020, Council Meeting Documents.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 10-95-5503
Available: 56,802.31
Funding Source:

The Town budgeted \$90,000 in the Capital Asset Replacement Fund for police vehicles this fiscal year.

Attachments

CPA - San Tan Ford

CPA - MHQ of Arizona

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, L.L.C.,
D/B/A SAN TAN FORD**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 8, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and San Tan Auto Partners, L.L.C., an Arizona limited liability company doing business as San Tan Ford (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSP017-166124, dated March 31, 2017, as amended by Change Order No. 4, dated February 22, 2018, Change Order No. 9, dated September 25, 2018, Amendment No. 2 (undated) and Amendment No. 3 (undated) (collectively, the “State Contract”), with the Vendor for the purchase of new vehicles. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such vehicles under the State Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one 2021 Police Interceptor Utility Vehicle, as more particularly set forth in Section 2 below (the “Vehicle”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2022, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Vendor shall provide the Vehicle to the Town under the terms and conditions of the State Contract and in the configuration set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an amount not to exceed \$35,555.28 for the Vehicle at the unit rate set forth in the State Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

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

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

8. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the

duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, including any amendments, the State Contract, the Quote and the invoice, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

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

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: San Tan Auto Partners, L.L.C., dba San Tan Ford
1429 East Motorplex Loop
Gilbert, Arizona 85297
Attn: Joe Sanchez

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

SAN TAN AUTO PARTNERS, L.L.C.,
an Arizona limited liability company d/b/a
SAN TAN FORD

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SAN TAN AUTO PARTNERS, L.L.C.,
D/B/A SAN TAN FORD

[State Contract]

See following pages.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DON CHALMERS FORD, INC.
D/B/A MHQ OF ARIZONA**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 8, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Don Chalmers Ford, Inc., a New Mexico corporation doing business as MHQ of Arizona (the “Contractor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. CTR049798, dated May 18, 2020 (the “State Contract”), for the Contractor to provide law enforcement vehicle upfitting services and parts. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

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

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with law enforcement vehicle upfitting services and parts, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 17, 2021, unless terminated as otherwise provided in this Agreement or the State Contract.

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

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

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

4. Compensation. The Town shall pay Contractor an amount not to exceed \$21,247.03 for the Materials and Services at the unit rates set forth in the State Contract and as more particularly set forth in the Quote.

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

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

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, including any amendments, the State Contract, the Quote and the invoice, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

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

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Contractor:	MHQ of Arizona 550 North 54th Street Chandler, Arizona 85226 Attn: Brian H. Shaw

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGE]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

DON CHALMERS FORD, INC.,
a New Mexico corporation d/b/a
MHQ OF ARIZONA

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DON CHALMERS FORD, INC.
D/B/A MHQ OF ARIZONA

[State Contract]

See following pages.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. h.

Meeting Date: 12/08/2020
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Willdan Financial Services, Inc regarding an Impact Fee Study in the amount of \$58,900. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Willdan Financial Services regarding an Impact Fee Study in the amount of \$58,900.

SITUATION AND ANALYSIS:

On January 21, 2020 Pat Walker and Kevin Burnett presented information to Council regarding conducting an Impact Fee Study for the Town of Chino Valley.

On November 17, 2020 Council discussed conducting the Impact Fee Study and directed staff to put the proposal on the December 8, 2020 agenda.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5533
Available: 60000.00
Funding Source:
 The study was budgeted in the Fiscal Year 2020/2021 budget.

Attachments

PSA - Willdan Financial Services - Impact Fee Study

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
WILLDAN FINANCIAL SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of December 8, 2020, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Willdan Financial Services, Inc., a California corporation (the “Consultant”).

RECITALS

- A. The Town is in need of a roads, police and parks development impact fee study (the “Services”).
- B. Consultant possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 1, 2022, unless terminated as otherwise provided in this Agreement.
2. **Scope of Work.** Consultant shall provide the Services as set forth in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.
3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$58,900.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of **Exhibit A**.
4. **Payments.** The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The 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 the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

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

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including,

but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The 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.

C. Additional Insured. All insurance coverage, 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, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. 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 years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that 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 the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration

page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General 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 contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20

10 04 13, 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 subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO 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 the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers’ compensation insurance, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds.

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

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

15.2 Adjustment to Contract Sum. 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 the 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 (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee

or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Consultant:	Willdan Financial Services, Inc. 27368 Via Industria, Suite 200 Temecula, California 92590 Attn: Chris Fisher

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead

allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

WILLDAN FINANCIAL SERVICES, INC.,
a California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
WILLDAN FINANCIAL SERVICES, INC.

[Scope of Work and Fee Proposal]

See following pages.



Project Understanding

Our Team, Willdan Financial Services and Pat Walker Consulting LLC (Team) understands that the Town of Chino Valley (Town) seeks professional consulting services to complete a roads, police, and parks development impact fee study and to ensure that the Town is generating sufficient revenue to meet its capital needs resulting from growth.

The first task of this project will be to calculate preliminary roads, police, and parks fees for the Town and construct a baseline analysis that will serve as the foundation for our work. This will ensure that the development impact fees are structured in a way that ensures equity among customers and is in compliance with ARS §9-463.05. Specific objectives for this engagement include:

- Analyze cost and revenue data provided by the Town. The Team will coordinate with the appropriate staff in specifying needed sources of any additional information;
Review existing and proposed development agreements and their impact on calculation of the fees; and
- Calculate development impact fees consistent with ARS §9-463.05.

Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the Town, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

With more than 13 years of professional consulting experience and over 40 years municipal finance experience and prior experience working with the Town of Chino Valley, Ms. Pat Walker will serve as **project manager** and will work closely with the Town and Willdan to ensure the Town's satisfaction. In this role, Ms. Walker will attend meetings and presentations, produce the key elements of any analyses developed for the Town, and will be responsible for work deliverables.

Mr. **Kevin Burnett** will serve as **senior financial consultant and co-project manager**, working closely with Ms. Walker to develop the analyses under the Town's scope of services and lead the design of the financial model.

Mr. **Michael Cronan** will serve in a supporting role to Ms. Walker and Mr. Burnett. He will be involved in day to day data analysis and modeling under the direction of the project managers.

Project Approach

This section provides an overview of our approach to this project, and how elements of our approach will help achieve the goals of the project. More specifically, this overview is intended to also demonstrate our understanding of the project and how we will address those items.

Work Plan

Our Team has customized the study process to specifically meet the Town's needs and requirements. As outlined herein, we identify and discuss each task in detail and specify the associated activities and deliverables.

Task 1 – Data Evaluation and Validation

Based on our experience, it is most effective to obtain and review documentary information prior to the first meeting. Our Team is comprised of experienced professionals who can quickly interpret and evaluate utility documents, operating reports, financial reports, and statistics. The Team will submit, a preliminary data and subsequent data request for information necessary as well as task list with assigned responsibilities with the items needed to complete the infrastructure improvement plan (IIP). We will work with Town Staff to review the requested data necessary to calculate the Town's roads, police and parks development impact fees to meet the requirements of ARS§9-463.05. We have listed below the following data items that will be necessary to complete the study:

1. Current roads, police, and parks facilities/assets
 - a. Total capacity and available capacity for future growth by fee area.
 - b. Reserved capacity for future growth by fee area.
 - c. Describe and identify costs for new facility/equipment replacements or modifications required due to new regulatory requirements for each project in each fee area.
 - d. Facilities funded by debt or loans outstanding by fee area.
2. Service level information
 - a. Current master service level standards and planning criteria including level of service standards. If none available, this will be part of the implementation plan.
3. Provide any information regarding multi-year capital improvement plan (or projects) over a ten-year study period.
4. Identification of existing and proposed reimbursement agreements and summary of facilities and projected reimbursements for the ten-year study period.

Typically, questions can be resolved via telephone or e-mail. This approach respects your staff's time and ensures that our Team is completely prepared for a productive first meeting.

Activities:

- Prepare and transmit data and information request;
- Follow-up via telephone and/or e-mail to resolve questions; and
- Document the nature, form and quality of the data and information received.

Deliverables:

- Technical memorandum documenting the data and information received, with comments regarding quality and a list of outstanding issues and questions.

Task 2 – Initial Staff Planning Workshop

After our Team has developed a sound understanding of the information provided, we will schedule an initial staff workshop, which will have four purposes:

1. Clarify roles and confirm study objectives and schedule;
2. Review and resolve (or develop a plan for resolving) remaining data issues and questions;
3. Identification of 8 representative municipalities to be included in a survey; and



4. Conduct a detailed review of the data used in the analysis including the review of most current needs assessment studies/reports for proceeding with the projects needed to accommodate growth with consistent growth projections, based on collaboration between Town staff and our Team.

Activities:

- Prepare presentation and resource materials for the workshop;
- Conduct a workshop; and
- Deliver a master project schedule.

Deliverables:

- Presentation and resource materials.

Task 3 – Development of Land Use Assumptions (LUA)

Land use assumptions and Town growth projections will need to either be developed by Town using information provided by 2010 census, county association, or a combination of historical information through the Town's building records and will include the next ten years for residential, multi-family, industrial and commercial (retail and office if available) land use types included in the Town's general plan. The projections will include:

1. Population, employment, single family and multi-family housing units, as well as square feet of retail, office, industrial and other non-residential developments by type. Factors considered in the land use forecast include:
 - a. Single family vacancy rates.
 - b. Availability of single-family lots.
 - c. Availability of existing infrastructure.
 - d. Relationship between population and employment growth and non-residential square feet.
 - i. Land use forecast will be provided by special planning area (SPA) or any subregions that has been designated by the Town.
 - ii. Compare and identify any differences between land use assumptions and the general plan for the ten-year projection period.

Activities:

- Prepare LUA and projection of new development.

Deliverables:

- Draft LUA for Town's review and comment.

Task 4 – Development of Infrastructure Improvement Plan (IIP) and Review Land Use Assumptions (LUA)

Below are the activities associated with the development of the IIP incorporating the results of Task 1.

1. Once completion of the population projections and the land use analysis, the Team will:
 - a. Discuss potential service area designations determined by Town staff by fee category to be served by current and new facilities based on land use assumptions.
 - b. Review capital projects for a five to ten-year period based on population projections and land use assumptions.



2. The Town is to define and incorporate a map of the roads, police and parks service area(s) where necessary public services will be provided. (This is required by ARS §9-463.05).
3. The Team will review Town summary of any existing development agreements that will include contributed facilities, impact fee credits available and redeemed, and any future capacity reservations that will need to be incorporated into the IIP.
4. Land use assumptions and Town growth projections will be provided by the Town and will be for the next ten years for residential, multi-family, industrial and commercial (retail and office as available) land use types included in the Town's most recent general plan. If available, the projections will include:
 - a. Population, employment, single family and multi-family housing units, nonresidential square feet.

Once requested data is provided and evaluated in previous tasks, the Team will meet with Town Staff who have identified projects that are proposed to be funded by development impact fees; during meetings, we will discuss the following:

1. Guidance within ARS §9-463.05 affecting facilities eligible for impact fee recovery.
2. Existing service level information provided in Task 1.
3. Existing and planned capacity for roads, police and parks projects developed by Town.
4. Future facilities and capital improvement cost estimates provided by the Town.
 - a. Service level capacity added by future improvements to benefit new growth.
 - i. Improvements to current facilities/equipment related to upgrading or updating facilities to maintain current service levels, improve service levels or meeting more strict regulatory standards by service area.
 - ii. Improvements related to expanding capacity to serve new growth.
 - iii. Estimate the total existing and future housing units and non-residential square feet based on the land use assumptions provided by the Town in Task 3.
5. Projected or anticipated capital funding sources for growth-related facility improvements.

Based on the review of key data, discussion with Town Staff and subsequent evaluations the Team will recommend the impact fee methodology and approach as the basis for calculations in Task 5.

Activities:

- Develop IIP and identify best approach to calculate development impact fees;
- Deliver electronic copy of the preliminary and final IIP and LUA;
- Meet with Town staff and prepare materials to review preliminary LUA and IIP.

Deliverables:

- Meet with Town staff and prepare materials to review preliminary LUA and IIP.



Task 5 – Calculation of Impact Fees, Funding and Cash Flow Analysis

Our Team will calculate roads, police and parks development impact fees based on the recommended approach and service area in compliance with ARS §9-4 63.05. We will complete the following activities:

1. Review of the current and anticipated capacity of the roads, police and parks systems (for example acres of parks per 1,000 residents).
2. Growth-related projects, existing or new, requiring impact fee credits will be included in the five to ten-year IIP developed in Task 4 and calculation of the fees.
3. Offsets for growth-related revenue used towards growth-related capital projects will be taken into consideration for the calculations for the ten-year study period.
4. Financing costs will be determined by preparing a ten-year cash flow analysis of funding sources for the capital costs including estimates for impact fee revenues and estimated costs for growth-related projects anticipated and repayment of existing growth-related debt.
5. Fees by type for a single service area will be calculated based on level of service standards per housing unit and non-residential square feet as determined in Task 4.

Once preliminary fee calculations are complete, we will review the results with Town Staff to apply modifications to the underlying analysis and prepare recommended fee schedules.

Activities:

- Incorporate capital and growth data into an impact fee model; and
- Develop initial set of development impact fees based on discussions and collaboration with the Town staff.

Deliverables:

- Technical memorandum documenting methodology and assumptions used in the analysis;
- Review results with Town staff; and
- Comparison of development impact fees to 8 comparable municipalities.

Task 6 – Stakeholder Meeting

During this task, we will develop a presentation format specifically tailored to address the issues of the audience we will be presenting to.

We will meet with a stakeholder group within the Town that could include citizens, business owners and/or the local home builders. The purpose of the meetings will be to explain the methodology used and solicit feedback from interested parties.

Activities:

- Facilitate up to one (1) workshops to present methodology and solicit feedback; and



Deliverables:

- Complete a memorandum summarizing comments and feedback from meetings with stakeholders.
- If additional stakeholder meetings are needed, we have included the cost per additional meeting in our proposed scope of work.

Task 7 – Reports and Presentations

During this task, we will develop presentation formats specifically tailored to the needs of the audience.

Our Team stresses clear, concise presentation of findings, using easily understandable terminology and clear, colorful graphics. Assigned staff is trained, skilled and experienced in managing difficult presentation environments at all organizational levels in a manner that results in the satisfaction of the audience's need for information. We recognize that the presentation of recommendations for rate increases and significant changes in rate structure can be difficult and must be managed with tact, confidence, and honesty.

Activities:

- Prepare up to two versions of the draft report;
- Facilitate up to two (2) workshops with staff during the study to review progress, assumptions and the draft report;
- Finalize report incorporating Town comments;
- Attend and present findings, to one (1) Council Workshop, two (2) public hearings (IIP & LUA and Development Impact Fees) and two (2) Council Meetings for final adoption of IIP & LUA and Development Impact Fees.

Deliverables:

- PowerPoint presentation for Council meetings (up to 5);
- Executive summary report for top management, Council, and the public;
- Comparison of fees to comparable communities; and
- Complete technical report, including a description of the methodology utilized, justification for the underlying forecast assumptions, and documentation of the decision-making process, to act as documentation of the work performed.

Additional Services

If requested and approved (in advance) by the Town, we will provide services in addition to those in the proposed scope of work. Examples of these additional services include:

- Additional Town and/or Town Council meetings above the seven (7) meetings identified in the scope of work.
- Impact development fee implementation and future assistance with monitoring or analyzing adopted impact development fees.

Fees

We propose to complete this project for a not to exceed amount of \$58,900; this amount represents our not-to-exceed fee based on the scope of work, meetings, etc. contained in this document. We will submit invoices monthly and payment is due within 30 days of the date of the invoice. The following Table identifies the fee estimate by task.



Town of Chino Valley, Arizona			
Roads, Police and Parks Impact Fees			
Budget Estimate			
Task	Description	Estimated Hours	Estimated Costs
<u>Roads, Police and Parks Impact Fees</u>			
1	Data Evaluation and Validation	28.00	\$ 4,600
2	Initial Staff Planning Workshop	16.00	3,200
3	Development of Land Use Assumptions	32.00	5,000
4	Develop of Infrastructure Improvement Plan and Review Land User Assumptions	72.00	13,000
5	Calculation of Impact Fees	80.00	14,600
6	Stakeholder Meetings	16.00	3,200
7	Reports and Presentations	48.00	9,600
Subtotal Roads, Police and Parks Impact Fees		292.00	\$ 53,200
Expenses			5,700
Total Roads, Police and Parks Impact Fees			\$ 58,900



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. i.

Meeting Date: 12/08/2020
Contact Person: Susan Goodwin, Town Attorney
Department: Town Attorney
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action approve the Town's participation with and authorize the Mayor to sign the One Arizona Opioid Settlement Memorandum of Understanding. (Joe Duffy, Administrative Services Director)

RECOMMENDED ACTION:

Approve the Town's participation with and authorize the Mayor to sign the One Arizona Opioid Settlement Memorandum of Understanding.

SITUATION AND ANALYSIS:

Arizona and all Arizona counties have agreed to a settlement of the national opioid litigation. The attached background information describes the settlement and Chino Valley's share of the proceeds. Also attached is the Memorandum of Understanding that would be executed. Should the Town desire to participate, the Council must approve, execute and return the MOU to the Attorney General's office by December 15, 2020. The Town Attorneys have attended briefings held by the League and some county attorneys, and they recommend that the Town participate.

Fiscal Impact

Attachments

MOU Background Information
 MOU Settlement

Background Information Regarding Opioid Litigation Settlement Memorandum of Understanding

State and local governments across the country have been litigating against the opioid industry alleging that the industry utilized unethical and illegal practices with respect to promoting the use of opioids. Arizona has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to address the impacts of opioids. The State of Arizona and all fifteen counties have agreed to the One Arizona Opioid Settlement Memorandum of Understanding (MOU). A copy of the MOU is attached, along with a letter dated November 3, 2020, from the Arizona Attorney General's Office, which explains the settlement. All Arizona cities and towns are being requested to sign the MOU by December 15, 2020, in order that Arizona can gain the maximum settlement monies being offered.

The MOU is nonbinding. The industry participants want confirmation that the State of Arizona is united in settling the opioid litigation. The parties negotiated the MOU to accomplish this goal. Any final settlement agreement to be approved by cities and towns later.

Chino Valley is not a party to the opioid litigation and likely does not have large enough damages or claims to manage the litigation. In the final settlement, the Town will release its rights to sue industry members who participate,

We believe the settlement is beneficial. The litigating entities and non-litigating entities are treated the same. 56% of the settlement money will flow directly to participating local governments. 44% to the State. Each entity's specific percentage of its county's allocation is set forth in Exhibit C of the MOU, although this may change. The percentages reflect the severity of the crisis within each area. Use of the settlement funds is restricted to local opioid abatement purposes. Importantly, the distribution to each entity is higher if there is 100% participation. With that in mind, the State is encouraging all cities and towns to approve the MOU.

Staff Recommendation:

Approve the MOU and authorize the Mayor to execute it.

Financial Impact:

It is anticipated that Chino Valley will receive 0.68% of Yavapai County's share of the total settlement funds to be received, although this could change in the final settlement. The actual amount of money is unknown. Chino Valley will not be required to expend any money to participate.



MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona

November 3, 2020

Town of Chino Valley
C/O Andrew McGuire
Attorney for Chino Valley
One E Washington St Ste 1600
Phoenix, AZ 85004

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. McGuire:

State and local governments across the country have been litigating against the opioid industry in response to their alleged unethical and illegal practices. Arizona now has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to contend with the devastation that has been caused to our communities. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate, so I invite you to join our efforts.**

A major step to facilitating a resolution with the opioid parties was recently achieved. The State of Arizona and all 15 counties have now agreed to the **One Arizona Opioid Settlement Memorandum of Understanding** (the “*One Arizona Plan*” or “MOU”). This MOU provides a framework for distributing opioid settlement funds fairly and effectively throughout our state. Moreover, the *One Arizona Plan* treats both litigating and non-litigating political subdivisions equally.

Like all states engaged in this process, Arizona’s MOU employs certain formulas and data collected by federal agencies such as (i) opioid use disorder rates, (ii) the number of opioid overdose deaths, and (iii) the amount and potency of opioids shipped to each community. U.S. Census Bureau data is also used to determine historical expenditures related to opioid abatement for designated areas. With this in mind, please be assured that my office has made every effort to maximize recovery for all cities and towns. In fact, under the MOU the State government’s share of funds actually declines with the participation of more counties and cities. Nevertheless, this structure was agreed to because it will increase the overall benefit to Arizona’s residents.

Also important to consider is what the *One Arizona Plan* will not do. Unlike some other states, Arizona’s *MOU* does not create new foundations, form boards, or make political appointments to control the funding. In fact, our MOU does the exact opposite thus cutting red tape

November 3, 2020

Re: One Arizona Opioid Settlement Memorandum of Understanding

and streamlining the grant process to quickly get the funds to those in need. Local governments are best able to utilize resources targeted for their constituents, so no state authorization is required for expenditure. The only requirements are that funds be spent in accordance with the approved purposes detailed in the *One Arizona Plan's* Exhibit A, and that basic reciprocal reporting be completed.

Standing together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis, so our goal is 100% participation among cities and towns. I urge you to consider the *One Arizona Plan* with your legal counsel, execute the MOU in the space provided and return it to my office. The deadline to submit your signature page is **December 15, 2020 at 5:00 pm.** Any questions that you have may be addressed to Acting Section Chief Matthew du Mée at Matthew.duMee@azag.gov, or Assistant Attorney General Jennifer Bonham at Jennifer.Bonham@azag.gov.

Respectfully yours,



Mark Brnovich
Attorney General

Enclosures:

One Arizona Opioid Settlement Memorandum of Understanding

Exhibits: A-D

City/Town Signature Page

cc: Joseph Sciarrotta, Jr., AGO Civil Litigation Division Chief Counsel
Matthew du Mée, AGO Acting Consumer Protection & Advocacy Section Chief Counsel
Jennifer Bonham, AGO Assistant Attorney General
Tom Belshe, Executive Director – League of Arizona Cities and Towns
Christina Estes-Werther, General Counsel – League of Arizona Cities and Towns

ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding (“MOU”) to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties’ existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State (“State Share”) and 56% to the Participating Local Governments (“LG Share”).¹
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

¹ This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.²
3. Any governmental entity that seeks attorneys’ fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney’s fees and costs fund (the “Backstop Fund”).
4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 (“Litigating Participating Local Governments”). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the “Opioid Fee and Expense Committee”).
5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government’s attorney’s fees and costs.
6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

² This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.
10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

G. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

ACCEPTED by the undersigned and executed this _____ day of _____, 2020.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre 10/5/20

COCONINO COUNTY

Elizabeth C. Archuleta, Chair

GILA COUNTY

Bradley B. Beauchamp

Bradley B. Beauchamp

PINAL COUNTY



Kent Volkmer

SANTA CRUZ COUNTY



George Silva

YAVAPAI COUNTY



Sheila Polk

YUMA COUNTY



Jean R. Smith

YAVAPAI COUNTY CITIES & TOWNS

CAMP VERDE TOWN

By: _____
Its: _____

DEWEY-HUMBOLDT TOWN

By: _____
Its: _____

CHINO VALLEY TOWN

By: _____
Its: _____

JEROME TOWN

By: _____
Its: _____

CLARKDALE TOWN

By: _____
Its: _____

PRESCOTT CITY

By: _____
Its: _____

COTTONWOOD CITY

By: _____
Its: _____

PRESCOTT VALLEY TOWN

By: _____
Its: _____

Exhibit A

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Cocconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Cocconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Cocconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Cocconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Cocconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Cocconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Cocconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%

YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. j.

Meeting Date: 12/08/2020
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Estimated length of staff presentation: 5 minutes
Physical location of item: Town of Chino Valley Wastewater Treatment Plant

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of a HUBER Screw Press Q-PRESS 440.2 for the wastewater treatment plant in the amount of \$242,230.64. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve purchase of a Huber Screw Press Q-PRESS 440.2 for the wastewater treatment plant in the amount of \$242,230.64 and approve Addendum to Scope of Supply and Terms and Conditions.

SITUATION AND ANALYSIS:

The Town of Chino Valley Wastewater Treatment Plant has been in operation since 2004. The original sludge dewatering device, a belt press has exceeded its useful service life and is due for replacement. The belt press, in prime operating condition can remove 11% to 15% of the water from the sludge. Staff has researched options and believes the Huber Screw Press will be a more efficient and appropriate replacement for the belt press. The Screw Press should achieve an 18% to 21% water removal rate. This should save the Town \$10,000 to \$15,000 in disposal charges annually. The other critical measurement is the capture rate. When the presses remove the water, that water is returned to the plant for processing. The Huber Screw Press has a solids capture rate of 97% (one of the highest rates in the industry) which means that the water going back to the plant is very clean, reducing treatment costs even further. Lastly the Huber Screw Press has the lowest operational vibration of any press and operates in a more energy efficient manner than the belt press. This means that no building modifications are needed and the Town will possibly see some reduced power consumption. The unit itself is constructed in such a way that Town Forces can install it using in house personnel.

The Town utilizes Huber products for the head works screening. By using a Huber Screw Press, efficiencies with maintenance and technical support are realized. For these reasons, staff requests the approval of the sole source bid of \$219,000.00 for the Huber Screw Press 440.2, \$10,331.00 in installation equipment, and \$12,899.64 in sales tax for a total of \$242,230.64.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 06-83-5478

Available:

Funding Source:

Attachments

Huber Screw Press Quote

Addendum to Standard Terms

SCOPE OF SUPPLY



Chino Valley WRF, AZ

Equipment:

HUBER Screw Press Q-PRESS 440.2®

Represented by:

Goble Sampson Associates
Dan Bertschman
(480) 969-3667
dbertschman@goblesampson.com

Regional Sales Director:

John Lewis
704-995-5451
John@hhusa.net

Project Number: 441094
Revision: 0
Date: 11/6/2020

Design Information

Technical Data		
Sludge Type	Waste Activated Sludge	
Upstream Biological Process	Activated Sludge with Secondary Clarifier	
Design Feed Rate (given)	7,200	gal/day
Feed Sludge Concentration	1	%
Sludge TDS	600	mg/L
Sludge VSS	82.93	%
Sludge pH	6.42	SU
Chloride Concentration	30	mg/L
Phosphate Concentration	50	mg/L
Calculated Hydraulic Loading Rate (per unit)	17 at 1% feed solids	gpm
Nominal Hydraulic Loading Rate (per unit)	19.7 at 1% feed solids	gpm
Calculated Solids Loading Rate (per unit)	86 at 1% feed solids	lb/hr
Nominal Solids Loading Rate (per unit)	99 at 1% feed solids	lb/hr
Estimated Cake Solids ¹	16.8	%
Capture Rate ¹	95	%
Estimated Polymer Consumption ¹	Approx. 37-38 lb active polymer/dry ton of sludge	
Average Spray Wash Water Requirement ²	44 gph at 72.5 psi	
Spray Water Connection	1	inch
Sludge Inlet Diameter	3	inch
Approximate Screw Press Empty Weight	3300	lbs
Approximate Screw Press Full Weight	3700	lbs

¹Estimated performance is based on HUBER pilot testing results.

²Wash water cycle runs at approximately 35 gpm for 46 seconds. Typical applications experience 1-3 wash cycles per hour.

Pilot Testing Results

Pilot Testing Conducted from 08/24/2020 through 08/27/2020	Balanced Throughput
Feed Solids Concentration	0.64%
Hydraulic Throughput	12.7 gpm
Solids Loading Rate	41 lb/hr
Cake Solids	16.80%
Polymer Consumption	37.4 active/dry ton

Equipment Details

Model	HUBER Screw Press Q-PRESS 440.2®
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Basket Material	Wire mesh; 304L stainless steel
Auger Inclination	15°
Support Legs	304L stainless steel
Wiper Material	Wear resistant polyurethane
Anchor Bolts	M12, 316L stainless steel
Motor Data	2 hp drive motor, 460 VAC, 60 Hz, 3 ph

Polymer System	Velodyne VM-1P-300-D
Quantity	1
Neat Polymer Pump Motor	1/2 hp, 90 VDC
Mixer Motor	1/2 hp, 90 VDC

Feed Pump	Seepex BN 10-6LS
Quantity	1
Flow Rate	30 gpm at 45 psi
Motor Data	3 hp, 460 VAC, 60 Hz, 3 ph

Ancillary Equipment	
Polymer Injection Ring	1 DN50 injection rings
Polymer Mixing Device	1 DN50 check valve
Polymer Flow Meter	1-inch magnetic flow meter
Air Compressor	Speedaire or equal

Controls	One (1) Main Control Panel
Power Supply: 480VAC-3PH-60HZ	
Panel Classification: Non-Classified	
1 - Enclosure, NEMA 4X, 304 Stainless Steel	
1 - Main Disconnect, Circuit Breaker Type, with Through-Door Handle	
1 - Variable Frequency Drive, PowerFlex 525 Series, with Branch Circuit Protection	
[SHP - 480VAC Max, Press - Permanent Magnet Motor]	
1 - Variable Frequency Drive, PowerFlex 525 Series, with Branch Circuit Protection	
[7.5HP - 480VAC Max, Sludge Pump - Asynchronous Motor]	
1 - Programmable Logic Controller, Allen-Bradley Logix, with Ethernet	
1 - Operator Interface Unit, Allen-Bradley PanelView, with Ethernet	
1 - 24VDC Power Supply	
1 - Unmanaged Ethernet Switch w/ Fiber Connection	
1 - GFCI Receptacle	
1 - Panel Light, LED	
1 - Panel Heater, with Thermostat	
Lot [As Required] - Circuit Breakers; Pilot Lights; Push Buttons; Selector Switches; Control Relays; Terminal Blocks; Intrinsically Safe Barrier; Dry Contacts	
1 - UL Label	
<u>Remote HARDWIRE signals to/from Q-Press Control Panel (Items either exist or provided by others):</u>	
(1) Polymer Dosing Control Panels	
- Call to Run	
- Pacing Signal, 4-20mA	
- System Auto Status	
- System Running Status	
- System Fault Status	

Freight and Startup Services	
6 days and 2 trips	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Screw Press	Q-PRESS 440.2*	1	Included
Polymer System	VM-1P-300-D	1	Included
Feed Pump	BN 10-6LS	1	Included
Ancillary Equipment			Included
HUBER Control Panel		1	Included
Freight and Startup Services		6 days, 2 trips	Included
TOTAL:			\$219,000.00

Optional Equipment

Skid	(See Proposal Note 9)	
Material	Carbon steel	
Configuration	Provided loose for installation by others	
Piping and Wiring	By others	
ADDER:		\$10,331.00

This proposal has been reviewed for accuracy and approved for issue by: CP

Notes and Technical Clarifications

- HUBER Scope is based on a standard HUBER offer. HUBER is not in receipt of Specifications or Plans documents.
- All electrical interconnections, wirings, junction boxes, local motor disconnects, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- Huber will supply our standard compressor system. This is to be a self-regulated unit and will not be controlled by the Screw Press Main Control Panel.
- Huber Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to Huber, whether Huber is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
- Performance guarantee is based on using a polymer tested and approved by Huber Technology.
- All piping to and from the Q-Press shall be supplied by OTHERS. HUBER requires a minimum of 45 seconds of flocculation time between polymer injection ring and the press. HUBER shall verify the floc piping design prior to installation.
- HUBER has provided an option for a *ship loose* Carbon Steel Skid. Please note that equipment mounting and skid assembly shall be supplied by OTHERS. Please note that skid has been sized to allow mounting of Q-Press to the skid (by OTHERS). Ancillary equipment as described in this HUBER offer is to be located off of the skid.



Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated November 06, 2020.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

- 10% upon delivery of submittals (net 30 days)
- 80% upon delivery of equipment (net 30 days)
- 10 % upon start-up of equipment (net 30 days)
- No retainage will be withheld on this Project.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.



Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.



HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.



5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.



9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.



13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, include the Exclusive remedies in ¶ 12 and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

**ADDENDUM TO
STANDARD TERMS AND CONDITIONS OF SALE
BETWEEN
HUBER TECHNOLOGY, INC.
AND
THE TOWN OF CHINO VALLEY**

This ADDENDUM (“Addendum”) dated December 8, 2020, modifies the Standard Terms and Conditions of Sale attached to the Scope of Supply dated November 6, 2020 (the “Terms and Conditions”), entered into between HUBER Technology, Inc., a North Carolina corporation (“HUBER”), and the Town of Chino Valley, an Arizona municipal corporation (“Purchaser”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Terms and Conditions. The following provisions modify sections of the Terms and Conditions and add additional sections to the Terms and Conditions. The sections of the Terms and Conditions that are not expressly modified by this Addendum shall remain in effect pursuant to their terms. The Terms and Conditions, this Addendum and HUBER’s written acknowledgement are collectively referred to herein as the “Agreement.”

AGREEMENT

1. Section 1, Entire Agreement/Orders, is hereby amended as follows:

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the “Agreement”) is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively “HUBER”) and Purchaser. No order for HUBER’s goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement, ~~and these Standard Terms and Conditions of Sale (the “Terms and Conditions”)~~ and the Addendum to the Standard Terms and Conditions of Sale constitute the entire Agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER’s written acknowledgement is rejected and all documents exchanged prior to HUBER’s written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser’s own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser’s own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. Section 2, Prices, is hereby amended as follows:

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. ~~Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise.~~ The Scope of Supply, dated November 6, 2020, is valid through December 14, 2020, to allow Purchaser to approve the purchase at its Council meeting and forward the executed Agreement to HUBER. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. A new Section 19, Conflict of Interest, is hereby added to the Terms and Conditions to read as follows:

19. CONFLICT OF INTEREST.

This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Purchaser may cancel this Agreement without penalty or further obligations by the Purchaser or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Purchaser or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

4. A new Section 20, E-Verify Requirements, is hereby added to the Terms and Conditions to read as follows:

20. E-VERIFY REQUIREMENTS.

To the extent applicable under ARIZ. REV. STAT. § 41-4401, HUBER and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). HUBER's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Purchaser. The Purchaser retains the legal right to randomly inspect the papers and records of HUBER and its subcontractors who work on this Agreement to ensure that HUBER and its subcontractors are complying with the above-mentioned warranty.

- 5. A new Section 21, Israel, is hereby added to the Terms and Conditions to read as follows:**

21. ISRAEL.

To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

- 6. A new Section 22, Conflicting Terms, is hereby added to the Terms and Conditions to read as follows:**

22. CONFLICTING TERMS.

In the event of any inconsistency, conflict or ambiguity between this Addendum and the Terms and Conditions, this Addendum shall govern.

- 7. A new Section 23, Counterparts, is hereby added to the Terms and Conditions to read as follows:**

23. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

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

“HUBER”

HUBER Technology, Inc.,
a North Carolina corporation

By: _____

Name: _____

Title: _____

“Purchaser”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Darryl Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

SCOPE OF SUPPLY



Chino Valley WRF, AZ

Equipment:

HUBER Screw Press Q-PRESS 440.2®

Represented by:

Goble Sampson Associates
Dan Bertschman
(480) 969-3667
dbertschman@goblesampson.com

Regional Sales Director:

John Lewis
704-995-5451
John@hhusa.net

Project Number: 441094
Revision: 0
Date: 11/6/2020

Design Information

Technical Data		
Sludge Type	Waste Activated Sludge	
Upstream Biological Process	Activated Sludge with Secondary Clarifier	
Design Feed Rate (given)	7,200	gal/day
Feed Sludge Concentration	1	%
Sludge TDS	600	mg/L
Sludge VSS	82.93	%
Sludge pH	6.42	SU
Chloride Concentration	30	mg/L
Phosphate Concentration	50	mg/L
Calculated Hydraulic Loading Rate (per unit)	17 at 1% feed solids	gpm
Nominal Hydraulic Loading Rate (per unit)	19.7 at 1% feed solids	gpm
Calculated Solids Loading Rate (per unit)	86 at 1% feed solids	lb/hr
Nominal Solids Loading Rate (per unit)	99 at 1% feed solids	lb/hr
Estimated Cake Solids ¹	16.8	%
Capture Rate ¹	95	%
Estimated Polymer Consumption ¹	Approx. 37-38 lb active polymer/dry ton of sludge	
Average Spray Wash Water Requirement ²	44 gph at 72.5 psi	
Spray Water Connection	1	inch
Sludge Inlet Diameter	3	inch
Approximate Screw Press Empty Weight	3300	lbs
Approximate Screw Press Full Weight	3700	lbs

¹Estimated performance is based on HUBER pilot testing results.

²Wash water cycle runs at approximately 35 gpm for 46 seconds. Typical applications experience 1-3 wash cycles per hour.

Pilot Testing Results

Pilot Testing Conducted from 08/24/2020 through 08/27/2020	Balanced Throughput
Feed Solids Concentration	0.64%
Hydraulic Throughput	12.7 gpm
Solids Loading Rate	41 lb/hr
Cake Solids	16.80%
Polymer Consumption	37.4 active/dry ton

Equipment Details

Model	HUBER Screw Press Q-PRESS 440.2®
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Basket Material	Wire mesh; 304L stainless steel
Auger Inclination	15°
Support Legs	304L stainless steel
Wiper Material	Wear resistant polyurethane
Anchor Bolts	M12, 316L stainless steel
Motor Data	2 hp drive motor, 460 VAC, 60 Hz, 3 ph

Polymer System	Velodyne VM-1P-300-D
Quantity	1
Neat Polymer Pump Motor	1/2 hp, 90 VDC
Mixer Motor	1/2 hp, 90 VDC

Feed Pump	Seepex BN 10-6LS
Quantity	1
Flow Rate	30 gpm at 45 psi
Motor Data	3 hp, 460 VAC, 60 Hz, 3 ph

Ancillary Equipment	
Polymer Injection Ring	1 DN50 injection rings
Polymer Mixing Device	1 DN50 check valve
Polymer Flow Meter	1-inch magnetic flow meter
Air Compressor	Speedaire or equal

Controls	One (1) Main Control Panel
Power Supply: 480VAC-3PH-60HZ	
Panel Classification: Non-Classified	
1 - Enclosure, NEMA 4X, 304 Stainless Steel	
1 - Main Disconnect, Circuit Breaker Type, with Through-Door Handle	
1 - Variable Frequency Drive, PowerFlex 525 Series, with Branch Circuit Protection	
[SHP - 480VAC Max, Press - Permanent Magnet Motor]	
1 - Variable Frequency Drive, PowerFlex 525 Series, with Branch Circuit Protection	
[7.5HP - 480VAC Max, Sludge Pump - Asynchronous Motor]	
1 - Programmable Logic Controller, Allen-Bradley Logix, with Ethernet	
1 - Operator Interface Unit, Allen-Bradley PanelView, with Ethernet	
1 - 24VDC Power Supply	
1 - Unmanaged Ethernet Switch w/ Fiber Connection	
1 - GFCI Receptacle	
1 - Panel Light, LED	
1 - Panel Heater, with Thermostat	
Lot [As Required] - Circuit Breakers; Pilot Lights; Push Buttons; Selector Switches; Control Relays; Terminal Blocks; Intrinsically Safe Barrier; Dry Contacts	
1 - UL Label	
<u>Remote HARDWIRE signals to/from Q-Press Control Panel (Items either exist or provided by others):</u>	
(1) Polymer Dosing Control Panels	
- Call to Run	
- Pacing Signal, 4-20mA	
- System Auto Status	
- System Running Status	
- System Fault Status	

Freight and Startup Services	
6 days and 2 trips	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Screw Press	Q-PRESS 440.2*	1	Included
Polymer System	VM-1P-300-D	1	Included
Feed Pump	BN 10-6LS	1	Included
Ancillary Equipment			Included
HUBER Control Panel		1	Included
Freight and Startup Services		6 days, 2 trips	Included
TOTAL:			\$219,000.00

Optional Equipment

Skid	(See Proposal Note 9)	
Material	Carbon steel	
Configuration	Provided loose for installation by others	
Piping and Wiring	By others	
ADDER:		\$10,331.00

This proposal has been reviewed for accuracy and approved for issue by: CP

Notes and Technical Clarifications

- HUBER Scope is based on a standard HUBER offer. HUBER is not in receipt of Specifications or Plans documents.
- All electrical interconnections, wirings, junction boxes, local motor disconnects, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- Huber will supply our standard compressor system. This is to be a self-regulated unit and will not be controlled by the Screw Press Main Control Panel.
- Huber Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to Huber, whether Huber is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
- Performance guarantee is based on using a polymer tested and approved by Huber Technology.
- All piping to and from the Q-Press shall be supplied by OTHERS. HUBER requires a minimum of 45 seconds of flocculation time between polymer injection ring and the press. HUBER shall verify the floc piping design prior to installation.
- HUBER has provided an option for a *ship loose* Carbon Steel Skid. Please note that equipment mounting and skid assembly shall be supplied by OTHERS. Please note that skid has been sized to allow mounting of Q-Press to the skid (by OTHERS). Ancillary equipment as described in this HUBER offer is to be located off of the skid.



Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated November 06, 2020.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)
 80% upon delivery of equipment (net 30 days)
 10 % upon start-up of equipment (net 30 days)
 No retainage will be withheld on this Project.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 22-24 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304 grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 200 mg/l
- Hydrogen sulfide H₂S < 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
 1009 Airlie Parkway
 Denver, NC 28037
 Phone: (704) 949-1010
 Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.



Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.



HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.



5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.



9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.



13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, include the Exclusive remedies in ¶ 12 and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. k.

Meeting Date: 12/08/2020
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town Manager's Separation, Release and Temporary Assignment Agreement regarding Town Manager Cecilia Grittman. (Laura Kyriakakis, Human Resources Director)

RECOMMENDED ACTION:

Approve the Town Manager's Separation, Release and Temporary Assignment Agreement.

Fiscal Impact

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

Attachments

Grittman Separation Agreement

SEPARATION, RELEASE AND TEMPORARY ASSIGNMENT AGREEMENT

This Separation, Release and Temporary Assignment Agreement (this “Agreement”) is entered December 8, 2020 (the “Effective Date”), between Cecilia J. Gritman (“Gritman”) and the Town of Chino Valley, an Arizona municipal corporation (the “Town”).

RECITALS:

A. The Town currently employs Gritman as the Town Manager, pursuant to the terms of an Employment Agreement dated May 18, 2018 (the “Employment Agreement”).

B. Gritman desires to retire from her employment and has tendered her voluntary, irrevocable resignation effective March 1, 2021 (the “Separation Date”).

C. The Town has selected a new Town Manager to replace Gritman upon her retirement, with the new Town Manager scheduled to begin to perform the duties of the Town Manager for the Town on February 1, 2021 (the “New Manager Start Date”).

D. The Town desires to have Gritman provide consultation to the new Town Manager from the New Manager Start Date until the Separation Date to assist with the transition for the new Town Manager.

D. The Town and Gritman desire to amicably and forever conclude any and all issues pertaining to Gritman’s employment with the Town, without any claims or admission of liability, and without setting any precedent binding on the Town or Gritman in any other situation.

AGREEMENT:

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

1. Separation Date. This Agreement will become effective on the Effective Date, which date shall be deemed the date Gritman tendered her voluntary, irrevocable resignation, which resignation shall be effective on the Separation Date.

2. Terms of Employment.

2.1 Until New Manager Start Date. From the Effective Date through January 31, 2021, Gritman will continue to be employed by the Town according to the terms of the Employment Agreement.

2.2 During Temporary Assignment Period. From the New Manager Start Date through the Separation Date, Gritman shall be employed by the Town in the role of Town Management Advisor. Gritman’s duties during this time period shall include any actions

reasonably necessary to support the new Town Manager to ensure a smooth transition, including, but not limited to providing information on current projects and operations, sharing meeting dates, times, invitees and details regarding purpose, and providing essential background information to the new Town Manager.

2.3 Other Employment. Grittmann may enter into a separate employment agreement with another employer prior to the Separation Date; provided, however, Grittmann shall not begin employment under any such agreement until after March 1, 2021.

3. Consideration. Throughout the term of this Agreement, Grittmann will continue to be compensated by the Town according to the terms of the Employment Agreement. Following the Separation Date, Grittmann shall receive a payout for unused leave in accordance with the Town of Chino Valley Personnel Policy and Administrative Guidelines Manual, which payout shall be paid within 30 days of the Separation Date.

4. Consultation with Legal Counsel. The parties to this Agreement have had an opportunity to consult with counsel of their choosing, and to have their rights and obligations under this Agreement, including, but not limited to, the release language in this Agreement, explained to them and respectively acknowledge an understanding of the content of this Agreement.

5. Mutual Release of Claims. No claims have been asserted by Grittmann or the Town at the time of this Agreement. However, the parties agree it is in their mutual best interests to provide a release of claims.

5.1 Release by Grittmann. Grittmann hereby releases and discharges all of her existing rights to any relief of any kind known at the time of the Separation Date against the Town, its affiliated entities, predecessors, successors, assigns, its agents, directors, officers and representatives (hereinafter the "Town Released Parties") for, from and against any and all losses, liabilities, claims, expenses, demands, and causes of action, of every kind and nature whatsoever in law or in equity, contract or tort, known at the time of the Separation Date, including by way of illustration, but not of exclusion, all claims for wages, compensation, benefits, damages, disbursements or any other claim arising from or relating to Grittmann's employment with the Town and all claims for personal injury or any other claim on any basis or theory whatsoever through the Separation Date. Grittmann is not hereby waiving or releasing any rights she may have to her vested accrued employee benefits under the Town's health, retirement or other applicable benefit plans as of the Separation Date.

5.2 Acknowledgement of Rights. Grittmann is aware of her rights under the Older Workers Benefit Protection Act, 29 U.S.C. 621 *et seq.*, and understands and agrees that she is waiving any and all rights or claims she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") as amended. Grittmann further expressly acknowledges and agrees that she:

(A) has been offered a period of at least 21 days within which to consider this Agreement before executing it, and with advice of her counsel has waived that

opportunity after having what she hereby expressly acknowledges and agrees was an adequate and fair period of time within which to review and consider this Agreement;

(B) has carefully read and fully understands all of the provisions of this Agreement and has agreed to accept all of the terms contained therein without any pressure or coercion by the Town;

(C) by this Agreement, understands she is releasing the Town Released Parties as defined in this Agreement from any and all claims she may have against them or any of them accruing through the Separation Date;

(D) knowingly and voluntarily agrees to all of the terms set forth in this Agreement and agrees to be legally bound by it;

(E) had an opportunity to consult with an attorney of her choice prior to executing this Agreement; and

(F) has a full seven days following the Effective Date to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired.

5.3 Release by Town. The Town hereby releases and discharges all of its existing rights to any relief of any kind known at the time of the Separation Date of this Agreement against Gritman, her predecessors, successors, assigns, her agents, marital communities and representatives (hereinafter "Gritman Released Parties") for and from any and all losses, liabilities, claims, expenses, demands, and causes of action, of every kind and nature whatsoever in law or in equity, contract or tort, known at the time of the Separation Date, for actions taken in the course and scope of her employment, including, by way of illustration, but not of exclusion, all claims for compensation, damages, disbursements or any other claim arising from or relating to Gritman's employment with the Town and all claims for personal injury or any other claim on any basis or theory whatsoever through the Separation Date for her actions taken in the course and scope of her employment with the Town. This release does not release Gritman from any claim against Gritman by another governmental agency for acts Gritman committed outside the course and scope of her duties as a Town employee.

6. Indemnification for Acts in the Course and Scope of Employment. Notwithstanding anything herein to the contrary, to the maximum extent provided by law, the Town shall defend, hold, harmless, and indemnify Gritman from any and all demands, claims, suits, actions, and legal proceedings brought against Gritman in her official capacity as an agent and employee of the Town, or in her individual capacity, provided that the claim arose while Gritman was acting within the scope of her employment. In no event shall the Town's obligation hereunder exceed the authority conferred upon the Town by state law.

7. Authority; No Assignment. Gritman represents and warrants that she has the authority to enter into this Agreement, and that she has not assigned any claims to any person or entity.

8. Complete Agreement. No promise, inducement or agreement not herein expressed has been made or entered into between the parties hereto. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior understandings and agreements. The parties may not change, modify or rescind this Agreement except in writing, signed by both parties.

9. Headings. The heading to each paragraph contained herein is for the convenience of the parties and has no independent legal significance.

10. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Drafting. The provisions of this Agreement shall be deemed prepared or drafted by any one party or its attorneys and shall not be construed more strongly against either party.

12. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

“Town”

“Manager”

TOWN OF CHINO VALLEY, an Arizona
municipal corporation

Darryl Croft, Mayor

Cecilia J. Gritman

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6. m.

Meeting Date: 12/08/2020
Contact Person: Erin Deskins, Deputy Town Clerk
 Phone: 928-636-2646 x-1210
Department: Town Clerk
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt the 2021 Base Council Meeting Schedule. (Erin Deskins, Town Clerk)

RECOMMENDED ACTION:

Adopt the 2021 Base Council Meeting Schedule.

SITUATION AND ANALYSIS:

Staff proposes the attached meeting calendar/schedule for 2021. The calendar includes regular meetings, possible study sessions, and the dates for agenda packet distribution; as well as holidays on which Town offices are closed.

Town Code Sec. 30.065 Meetings provides that (A) regular meetings are held on the second and fourth Tuesdays; and meetings may be canceled, except that at least one regular meeting per month must be held; (B) and (C) special meetings and study sessions may be called at any time. Traditionally, the Council cancels the second meetings in November and December, as well as meetings conflicting with the League of Arizona Cities and Towns annual conference (August-September timeframe).

Fiscal Impact

Attachments

2021 Council meeting calendar

2021

Base Council Meetings/ Packet Distribution Schedule

January

01: New Year's Day (Fri)

18: M L King Day (Mon)

February

15: Presidents' Day (Mon)

May

31: Memorial Day (Mon)

July

04: Independence Day (Sun)

September

06: Labor Day (Mon)

November

11: Veterans Day (Thu)

25: Thanksgiving Day (Thu)

December

23: Christmas Day (observed)
(Thu)

30: New Years Day (observed)
(Thu)

Legend	
	Town Offices Closed (M-Th)
	Regular Meeting (RM)
	RM Packet Distributed
	Study Session (SS)
	SS Packet Distributed
	Meeting Cancelled

January						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
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28						

March						
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28	29	30	31			

April						
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May						
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23	24	25	26	27	28	29
30	31					

June						
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July						
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August						
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29	30	31				

September						
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October						
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24	25	26	27	28	29	30
31						

November						
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14	15	16	17	18	19	20
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28	29	30				

December						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	