



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, December 10, 2013
6:00 P.M.

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

AGENDA

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

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a)** Presentation by Jerry Hart, President, Government Finance Officers Association of the Arizona of Distinguished Budget Presentation Award to the Town of Chino Valley. (Joe Duffy, Finance Director)
- b)** Presentation by Rick Nichols of the Chino Valley Model Aviators' Annual Report. (Mayor Marley)

3) CALL TO THE PUBLIC

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

4) RESPONSE TO THE PUBLIC

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

- a)** Final purchase price and cost of improvements related to the Road 4 South extension contract approved on October 22.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

6) **CONSENT AGENDA**

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

- a) Consideration and possible action to approve the October 22, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the November 5, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve the November 12, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- d) Consideration and possible action to approve Financial Report for the month ended October 31, 2013. (Joe Duffy, Finance Director)
- e) Consideration and possible action to declare as public right-of-way Road 4 South from the terminus of the existing Road 4 South across the northern line of Section 1, Township 15 North, Range 2 West, also known as the Deep Well Ranch, to the eastern side of the Peavine Trail. (Ron Grittman, Public Works Director/Town Engineer)
- f) Consideration and possible action to approve Change Order Number 1 to contact with Hot AZ Hell Welding in the amount of \$7,470.96 for additional potholing required as part of the North Campus gas line replacement project. Funds to come from General Fund Contingencies. (Ron Grittman, Public Works Director/Town Engineer)
- g) Consideration and possible action to approve the rental agreements with ECCO Equipment Corporation, for one CAT D-8R/T Bulldozer and one CAT 623 F/G Paddlewheel Scraper, and United Rentals, for one 12-Ton Bomag BW 213 Sheeps Foot, in an amount not to exceed \$109,000.00 and \$17,644.00, respectively, for construction of Road 4 South Phases 1 and 2. Funds to come from Roads Impact Fees and will be accounted for in the Capital Improvement Fund. (Ron Grittman, Public Works Director/Town Engineer)

7) **ACTION ITEMS**

- a) Consideration and possible action to to approve Ordinance No. 13-779, declaring the document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley Unified Development Ordinance Related to Medical Marijuana Facilities, dated December 10, 2013" as a public record; adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Medical Marijuana Facilities, dated December 10, 2013" by reference, and amending the Town of Chino Valley Unified Development Ordinance, as follows: (1) Chapter 2 Definitions, Section 2.1 Meaning of Words and Terms, to add definitions related to Medical Marijuana and amend the definition of "Greenhouse, Commercial"; (2) Chapter 3 Zoning Districts, by amending Sections 3.5.2 Permitted Uses ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.5.3 Conditional Uses (Conditional Use Permit Required) ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.6.2 Permitted Uses ("AR-5" - Agricultural/Residential (5 acre minimum)), Section 3.6.3 Conditional Uses (Conditional Use Permit Required) ("AR-5" - Agricultural/Residential (5 Acre Minimum)), Section 3.7.2 Permitted Uses ("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.7.3 Conditional Uses (Conditional Use Permit Required) ("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.15 "CL" - Commercial Light, Section 3.16.2 Permitted Uses ("CH" - Commercial Heavy), Section 3.17.2 Permitted Uses ("I" - Industrial); (3) Chapter 4 General Regulations, by amending Section 4.30 Commercial Greenhouse Standards, and adding Section 4.31 Medical Marijuana Dispensaries, Cultivation Sites, and Infusion Facilities as a public record and adopt Ordinance No. 13-779 by reference. (Ruth Mayday, Planner)

Recommended Action: Approve Ordinance No. 13-779, approving and adopting the amendments to the Unified Development Ordinance by reference, all related to regulating medical marijuana uses and facilities in the Town of Chino Valley.

- b) Consideration and possible action to award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of \$60,276.78 for the base bid and \$3,000 for alternative number 1 for a total contract amount not to exceed \$63,276.78. Funding to come from Police Grants for Law Enforcement Shooting Range, to be reimbursed from the R.I.C.O. seizure funds. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of \$60,276.78 for the base bid and \$3,000 for alternative number 1 for a total contract amount not to exceed \$63,276.78.

- c) Consideration and possible action to approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed \$34,255.00. Funds to come from Parks Impact Fees. (Ron Grittman, Public Works Director/Town Engineer)

Recommended Action: Approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed \$34,255.00.

- d) Consideration and possible direction to staff with regard to purchasing a bench for placement at the Community Center Park to honor the 19 Granite Mountain Hotshot Firefighters. Funds to come from General Fund Contingencies. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Direction to staff.

- e) Discussion and possible action with regard to setting guidelines for Council members to request staff projects. (Mayor Marley)

Recommended Action: None.

- f) Consideration and possible action with regard to a Council request for a Staff Project related to the Road 4 South extension project. (Councilmember McKee; Mayor Marley)

Recommended Action: Discussion and possible approval of the Staff Project or other direction to staff.

8) **EXECUTIVE SESSION**

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

- a) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Robert Smith, Town Manager)

9) **ACTION ITEMS RESUMED**

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

- a) Consideration and possible action to approve the proposed agreement with Cortez Enterprises, Inc. in settlement of claims and contemplated litigation. (Robert Smith, Town Manager)

10) **ADJOURNMENT**

Dated this 5th day of December, 2013.

By: **Jami C. Lewis, Town Clerk**

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **2. a.**

Meeting Date: 12/10/2013
Contact Person: Joe Duffy, Finance Director
Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Presentation Only
Estimated length 5 minutes
of Staff Presentation:
Physical location of item: N/A

AGENDA ITEM TITLE:

Presentation by Jerry Hart, President, Government Finance Officers Association of the Arizona of Distinguished Budget Presentation Award to the Town of Chino Valley. (Joe Duffy, Finance Director)

Attachments

GFOA Material

**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

October 18, 2013

Mr. Joe Duffy
Finance Director
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Dear Mr. Duffy:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Joe Duffy, Finance Director

Your award plaque will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Mr. Joe Duffv

October 18, 2013

Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **Town of Chino Valley, Arizona** for its annual budget for the fiscal year beginning **July 1, 2013**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients (with hyperlinks) can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center.

Sincerely,

A handwritten signature in black ink, reading "Stephen J. Gauthier". The signature is fluid and cursive, with the first name "Stephen" and last name "Gauthier" clearly legible.

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Town of Chino Valley
Arizona**

For the Fiscal Year Beginning

July 1, 2013

Jeffrey R. Egan

Executive Director



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. a.**

Meeting Date: 12/10/2013

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 22, 2013 regular meeting minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the October 22, 2013 regular meeting minutes.

Attachments

October 22, 2013 minutes

DRAFT

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

**TUESDAY, OCTOBER 22, 2013
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, October 22, 2013.

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

Staff Present: Town Manager Robert Smith; General Services Director Cecilia Watts; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Officer Jody Villalobos; Town Engineer/Public Works Director Ron Gritman; Civil Engineer Richard Straub; Planner Ruth Mayday; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

Councilmember Best gave the invocation and Mayor Marley led the Pledge of Allegiance.

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

- a)** Presentation by Steve ~~Rutherford~~ Walker regarding the Greater Prescott Regional Economic Partnership. (Mayor Marley)

Steve Walker from Yavapai College, and Greater Prescott Regional Economic Partnership (GPREP) board member, spoke about GPREP's commitment to the region as a whole, and its focus on business creation, retention and expansion.

3) **CALL TO THE PUBLIC**

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

No one from the public spoke.

4) **RESPONSE TO THE PUBLIC**

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

There was nothing to report.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

Councilmember Hatch reported on the Town's presentation, scheduled for December, to request funding from the Northern Arizona Council of Governments Economic Development Committee.

Councilmember Best reported on a highway median clean-up day on October 26.

Councilmember McKee reported that Freeman Farms gave a portion of the proceeds from their sale of pink pumpkins to Yavapai Regional Medical Center to assist women needing mammograms.

Mayor Marley read the Monthly Mayor's Report, which pertained to current and upcoming SR 89 improvement projects.

- a) Presentation regarding the 2014 Community Development Block Grant funding process. (Cecilia Watts, General Services Director)

Tracey Boviere from the Northern Arizona Council of Governments reported that the Town was due to receive \$264,000 in Community Development Block Grant (“CDBG”) funds in 2014, and the Town could also apply for state special projects funds. She reviewed what the funds could be used for and the application process.

Ms. Watts spoke about previous Town projects funded through CDBG, and Senior Engineering Project Manager Richard Straub spoke about the Town's previous CDBG project for stormwater improvements in the Chino Meadows area, and staff's proposal to use the pending CDBG funds to pave roads in the same area.

6) **CONSENT AGENDA**

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

Council set down item 6a.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda items 6b and 6c.

Vote: 7 - 0 PASSED

- a) Consideration and possible action to approve the October 3, 2013 study session minutes. (Jami Lewis, Town Clerk)

Councilmember Hatch requested the following amendment on page 4: “A councilmember objected to a warehouse ZONED AS INDUSTRIAL having to go through the CUP process to use more than 50% of the property.”

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda item 6a as amended.

Vote: 7 - 0 PASSED

- b) Consideration and possible action to approve the October 8, 2013 regular meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to cancel the November 26, 2013 and December 24, 2013 regular Council meetings. (Jami Lewis, Town Clerk)

7) **ACTION ITEMS**

- a) Consideration and possible action to authorize a \$10,500 expenditure as the Town's contribution to the Greater Prescott Regional Economic Partnership. Funds to come from Contingencies. (Mayor Marley)

Recommended Action: Authorize a \$10,500 expenditure as the Town's contribution

to the Greater Prescott Regional Economic Partnership.

Mayor Marley reported that:

- Chino Valley had been invited to join the Greater Prescott Regional Economic Partnership ("GPREP"), which was a public/private sector partnership that encouraged economic development in the quad-city area.
- Other public sector participants included the City of Prescott, Town of Prescott Valley, Town of Dewey-Humboldt, Prescott Indian Tribe, and Yavapai County.
- The amount of funding requested from Chino Valley, based upon population, was \$10,500 per year.

Council asked about this organization assisting the Town with infrastructure for interested businesses. Steve Walker with GPREP stated that his understanding was that professional staff and other partners will help facilitate those types of matters.

Although it was a lot of money, Council generally supported the proposal, as any development in the area would benefit Town residents and workers.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to authorize a \$10,500 expenditure as the Town's contribution to the Greater Prescott Regional Economic Partnership.

Vote: 7 - 0 PASSED

- b) Consideration and possible action to adopt Ordinance No. 13-775, amending the Town Code, Title III: Administration, Procurement Policy. (Joe Duffy, Finance Director)

Recommended Action: Adopt Ordinance No. 13-775, amending the Procurement Policy in the Town Code.

Mr. Duffy reported that the Town's Procurement Policy was last updated in 2005. The proposed policy was drafted with input from Finance staff, the Town Attorney, and Council's Finance Subcommittee. He then reviewed the proposed changes, comparisons between the proposed provisions and those of neighboring entities, and a comparison between current and proposed procedures for a road project. Key changes were:

- Increased expenditure amount needing Council approval from \$20,000 or more to \$25,000 or more, unless the project was an in-house construction project.
- Added provisions and procedures for Council approval of in-house construction projects of \$50,000 or more.
- Finance Director to approve budgeted items over \$5,000 prior to goods or services being ordered.
- Bidding to remain the same, except to increase limit to \$25,000.

- New language to allow Council to waive policy requirements, except where prohibited by law.

Council expressed concern about language in the sections related to in-house construction and emergency procedures. Town Attorney Phyllis Smiley and Mr. Duffy reported that:

- Certain language in the in-house construction section was defined in state law and this section was added to address the fact that Title 34 exempted in-house projects from certain requirements.
- The definition of “emergency” was defined in the policy, and staff will consult with the town attorney on any potential emergency. The town manager would be authorized to approve an expenditure of up to \$25,000, while the mayor's authorization would be needed for anything over that. Staff would then make a full report to Council at their next meeting and Council would need to ratify the expenditure. If possible, Council could call a special meeting to address such matters.

Council and staff discussed Section 32.04: Emergency Purchases: Procedure, and amended it as follows: “In case of an emergency which requires immediate purchases of supplies or services and when time is of the essence, a special emergency meeting of the council shall be called, ~~AS NEEDED, for~~ IF possible FOR APPROVAL OF AN EMERGENCY purchase ~~approval.~~”

Council discussion:

- Reasons to approve the proposal were that it appeared to: (i) include provisions for volunteer and donated material; and (ii) hold everyone accountable before and after finance related actions.
- One reason to deny the proposal was that it appeared to usurp Council’s authority to monitor the funds.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adopt Ordinance No. 13-775, amending the Procurement Policy in the Town Code, with the amendment in Section 32.04 to remove “as needed” and insert “for possible approval.”

Vote: 4 - 3 PASSED

NAY: Councilmember Linda Hatch
Councilmember Pat McKee
Councilmember Don Wojcik

- c) Consideration and possible action to appoint a participating member of the Public Safety Retirement System of the Chino Valley Police Department as a member to the Public Safety Retirement Board for term expiring on June 30, 2016. (Cecilia Watts, General Services Director)

Recommended Action: Appoint the Police Department's selected member to the

Public Safety Retirement Board for term expiring on June 30, 2016.

Ms. Watts reported that:

- The Public Safety Retirement Board was comprised of Vice-Mayor Darryl Croft (Chair); two citizens, Mike Tobey and Cheri Romley; and two members from the Police Department who participated in the public safety retirement system, Lt. Vince Schaan and Officer Brian Sanders, who were selected by other participating members within the department.
- As Brian Sanders had left the Town's employ, his position needed to be filled.
- Participating Police Department members elected to recommend Officer Gary Bruso for the term expiring June 30, 2016.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to appoint Gary Bruso to the Public Safety Retirement Board for term expiring on June 30, 2016.

Vote: 7 - 0 PASSED

- d) Consideration and possible action to appoint applicants to fill vacancies on various public bodies. (Jami Lewis, Town Clerk)

Recommended Action: Appoint applicants to the Chino Valley Board of Adjustment, Planning and Zoning Commission, Parks and Recreation Advisory Board, Roads and Streets Committee, and Senior Center Advisory Board as recommended by the Appointments Subcommittee and staff.

Mrs. Lewis reported that The Council Appointments Subcommittee met on September October 7, 2013 to review applications for several public bodies. They voted to recommend:

- Corey Mendoza for the Board of Adjustment with term ending July 31, 2015;
- Corey Mendoza for the Planning and Zoning Commission with term ending January 31, 2016;
- Celia Vander Molen for the Parks and Recreation Advisory Board with term ending June 30, 2015;
- Dean Echols for the Roads and Streets Committee with term ending June 30, 2015; and
- Nancy Mitchell for the Senior Center Advisory Board with term ending June 30, 2015.

Mrs. Lewis added that:

- After the subcommittee meeting, staff consulted with the town attorney and town planner about one person serving on both bodies, as well as residency requirements for the Board of Adjustment (BOA), as one applicant, Celia Vander Molen, lived outside the Town boundaries.
- Staff found no law or regulation that addressed either matter, but Planner Ruth Mayday objected to any one person serving on both bodies, as that

person could have a conflict of interest should a BOA case be an appeal of a Planning and Zoning Commission (PZC) recommendation.

- Also, at the subcommittee chair's suggestion, staff contacted a new applicant, Gary Pasciak, about serving on the BOA.
- Therefore, Council could also consider appointing Celia Vander Molen and Gary Pasciak to the Board of Adjustment for the terms ending 2016 and 2015, respectively.

Council discussed:

- having themselves sit as the Board of Adjustment if staff could not get enough applicants;
- objections to one person serving on both Board of Adjustment and Planning and Zoning Commission;
- adding a residency requirement for the Board of Adjustment; and
- referring the new applicant back to the subcommittee.

Town Attorney Phyllis Smiley advised that she did not believe councilmembers could sit on the Board of Adjustment without amending the Unified Development Ordinance, which provided for a five-member citizen board.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Linda Hatch to approve appointing Corey Mendoza to the Planning and Zoning Commission; Celia Vander Molen to the Parks and Recreation Advisory Board; Dean Echols to the Roads and Streets Committee; and Nancy Mitchell to the Senior Center Advisory Board, and taking the others back to the subcommittee.

Vote: 7 - 0 PASSED

- e) Discussion and possible action regarding a possible Council retreat. (Mayor Marley)

Recommended Action: Direction to staff.

Council discussed possible dates, locations, attendees, facilitators, and budget for a retreat. They preferred that the only staff in attendance be the town manager and town attorney, and that staff select a facilitator unfamiliar with the Town.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to have a Council retreat in the Chamber of Commerce Training Room on November 5 from 9:00 a.m. to 4:00 p.m. at the latest.

Vote: 7 - 0 PASSED

- f) Council may recess the meeting to observe Vice-Mayor Croft's and Councilmember Best's birthdays.

Mayor Marley recessed the meeting at 7:32 p.m. and called it back to order at 7:46 p.m.

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an Executive Session, which will not be open to the public, for the following purposes:

- a) Pursuant to A.R.S. § 38-431.03(A)(3) and (7) for discussion or consultation with the Town Attorney for legal advice and with designated representatives of the Town in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property that is an extension of the existing Road 4 South to the east, in the immediate vicinity of the section line, consisting of approximately 8.6 acres. (Robert Smith, Town Manager)
- b) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation in the matter of Cortez v. Town of Chino Valley. (Robert Smith, Town Manager)

Mayor Marley reported that, per staff, there was no need to hold the executive session for item 8b.

Councilmember Turner declared a conflict of interest with item 8a and left the meeting at 7:48 p.m.

Councilmember McKee stated that she declined to go into executive session as she disagreed with the contract's terms. Town Attorney Phyllis Smiley advised that the purpose of an executive session was to discuss the terms of the contract, and if Councilmember McKee had concerns, she should participate in the discussion, as Council needed to hear and consider those concerns. However, if she did not go into executive session, she should also not participate in any vote. Councilmember McKee left the meeting at 7:49 p.m.

Councilmember Hatch also stated that she would not participate and left the meeting at 7:50 p.m.

MOVED by Vice-Mayor Darryl Croft, seconded by Mayor Chris Marley to go into executive session for item 8a at 7:51 p.m.

Vote: 4 - 0 PASSED

Other: Councilmember Lon Turner (RECUSE)

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 8:13 p.m.

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the purchase agreement as written.

Vote: 4 - 0 PASSED

Other: Councilmember Lon Turner (RECUSE)

10) **ADJOURNMENT**

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to adjourn the meeting at 8:15 p.m.

Vote: 4 - 0 PASSED

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 22nd day of October, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of December, 2013.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. b.**

Meeting Date: 12/10/2013

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 5, 2013 study session/retreat minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the November 5, 2013 study session/retreat minutes.

Attachments

November 5, 2013 minutes

DRAFT

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

**TUESDAY, NOVEMBER 5, 2013
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session/Retreat in the Chino Valley Area Chamber of Commerce Boardroom, located at 175 E. Road 2 South, Chino Valley, Arizona, on Tuesday, November 5, 2013.

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

Staff Present: Town Manager Robert Smith; Town Attorney Phyllis Smiley

Attendees: Facilitator Lance Decker

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 9:00 a.m.

2) Welcome and Opening Comments.

Lance Decker led discussions on various related topics within each agenda item.

Workshop Goals and Objectives

- Goals: Develop rules for how the group will work together and issues to focus on to take the Town where it needs to be.
- Objectives: Negotiate an understanding of, and agreement on, policy-maker roles and responsibilities and improve Council's ability to work effectively as a team, achieving beneficial goals for the community.

Mr. Decker reviewed the session's agenda, his rules of engagement for the meeting, storyboarding techniques to help participants remember what was discussed, and the five-step issue development model that assures all participants a part in the discussions.

Possible Projects Important to the Town's Future

- Sewer: expansion in general, to some or all properties, and along SR 89.

- Water.
- Roads and Streets: complete project, Road 4 South extension.
- Economic Development: efforts and programs; business growth; industrial and/or recreational development at Old Home Manor; jobs.
- Development Services: General Plan; clean up the Unified Development Ordinance; organize medical marijuana growers.
- Property tax.
- Youth recreation and programs.
- Educational system improvement.
- Increased communication between Council and staff.

3) Summary of Council Interviews.

Common Themes from Interviews

- *Planning for the long term future:* medical marijuana; issues to focus on; long term policies; water.
- *Economic development:* property tax; community vision; light industry and commercial business; county, state, and national challenges; supporting positive activities; legal issues.
- *Problems from the past:* rumors; mistakes; uncompleted projects; perception of elected officials by community.
- *Leadership and opportunities:* using available talent and all contributing; meeting controls; divided votes; Open Meeting Law; communication, 'surprises' incomplete information; transparency; behavior; distractions; Council's/staff's role.
- *Interpersonal conflicts:* interpersonal relations; Open Meeting Law; threats from citizens; truthfulness; unclear information.
- *Management and staff:* truthfulness; communication; staffing; transparency; respect and trust.
- *Finance and fiscal issues:* past legal issues; finding solutions; assisting citizens within legal bounds; sewer system expansion; property tax; economic downturn; long term debt; infrastructure; school's bond issue.

Degrees of Conflict

- Conflicts over decisions processes, finance and budget, and personal beliefs/philosophical disagreements were generally easy to address.
- Conflicts over trust and extreme dislike/hatred were harder to resolve.
- Officials needed to focus on things they could change, not those they could not.
- Officials needed to find a balance between getting things done and the necessary bureaucracy, by using, for example, in-house labor for projects, process autopsies, and study sessions to address Council's questions.
- A process autopsy was a quality improvement process in which participants assessed what was done right, what was not, and what to do differently in the future.

Topics to Address

- Building trust, honesty, truthfulness, civility, individual attitude, and accountability.
- Open communication with manager and staff and communication protocols.
- Management / magistrate relations.

- Forward vs. backward view.
- Working together for positive change.

4) The Council-Manager form of local government.

Summary

- Mayors and councils make policy, while the manager and staff implement such policy.
- Councils create not just goals, but a vision, and through the budget process, the objectives and revenues to accomplish them. Once Council develops the vision, they delineate actual deliverables clearly and understandably.
- Managers execute, enforce, apply, and achieve said visions and goals; they develop a budget able to deliver the projects and programs.
- There were many 'grey areas' that challenged elected officials.

Examples of Such Challenges

- Misconstrued communications.
- Misunderstandings and mis-expectations breaking down council's vision.
- Advocating on behalf of citizens without using the official's influence to benefit a certain group of citizens.
- Speaking as private citizens.
- Functioning within the law, while citizens' perceptions are otherwise.
- Providing information to citizens without advocating something.
- Unresolved community misperceptions.
- Council members being citizens and homeowners, but under public scrutiny.
- True conflicts of interest vs. the appearance of such.
- Staff vs. Council expectations regarding procedures.
- Council members not having enough time, information, or understanding to make informed decisions.
- Staff setting policy and asking for Council's approval.

Setting Policy

- If councils do not set policy, staff will fill the vacuum based on the Town's needs. If staff proposes policy and councils decline to discuss it, nothing gets done. If councils do not define deliverables, they have difficulty administering the manager's performance evaluation.
- Conversely, councils need appropriate information from staff to make such policy and it must not appear staff is asking for a rubber stamp.

Mayor Marley recessed the meeting at 11:05 a.m. and reconvened it at 11:17 a.m.

5) Review of the roles of Manager, Mayor and Council members in Chino Valley.

Council Roles

- Direct manager and/or attorney to negotiate on legal matters.
- Represent the Town, but individual members do not speak for the whole Council, unless asked to.
- Policy-making, not fault-finding; address details after determining policy.
- Meet with manager upon request.
- Take ownership of the subcommittee chaired.
- Provide vision for the Town, address the big picture, solve problems.
- Make inquiries of staff and work with staff to get things done, and contact manager regarding direction to or complaints about staff.

Manager Roles

- Negotiate contracts as assigned.
- Take direction from council, and run his business, which is staff.
- Communicate to council.
- Delegate to (sub)committees.
- Maintain separation between management and magistrate.

Pitfalls

- Confusion.
- Lack of leadership.
- Being too busy with interpersonal issues.
- Lack of team dynamic.
- Distractions getting in the way.
- Faulty communication and unreal expectations.
- Lack of established boundaries.
- Communications without violating the Open Meeting Law.

Procedures to Improve Relations

- Staff sends information to all councilmembers when requested by one or some.
- Councilmember requests requiring two hours or more of staff labor should go through whole Council; otherwise, ask the manager directly.
- Mayor summarizes Council's direction to staff at the end of discussions.
- Staff contacts Council when parameters change on a topic after meeting discussion.
- Subcommittee chairs to receive training.
- Update Town Code related to duties and responsibilities of council, town manager, and town clerk using League materials.
- Council sets quantifiable goals for manager.

6) Lunch: "Racing under the yellow flag".

Mr. Decker related that due to the time, he would not read the article, "Racing Under the Yellow Flag," but it was in the packet and participants could read it later.

Mayor Marley recessed the meeting at 12:36 p.m. and reconvened it at 1:40 p.m.

7) Code of Teamwork and Cooperation.

Code of Commitment, Teamwork and Cooperation

Commitments

- #1 - Move forward with partners, without regard to past offences, for the good of the city and its future.
- #2 - Communicate frequently, with highest quality to ensure all partners have the same information.
- #3 - Ask and give information to partners; inform them of a change of mind; and maintain Open Meeting Law.
- #4 - Consider collateral effect on Council, staff, and citizens before speaking or acting on a town topic that involves the town.

Possible Solutions for Challenges Related to #2 and #3

- Schedule study sessions to communicate and discuss current.
- Reserve a portion of a regular meeting to communicate and discuss current issues.
- Do not restrict meeting times.
- Postpone items for which Council had not reached consensus, without putting them off too long.

Councilmember Best left the meeting at 1:48 p.m.

Expectations

- #1 - Keep the channels of communication open. Don't allow concerns, rumors, innuendo or gossip to fester. Resolve concerns as soon as possible.
- #2 - Keep public comments focused on issues, not people.
- #3 - Preserve your relationships with kindness and respect; direct persons making unflattering comments about partners to the partner.
- #4 - Keep partners informed about things that affect them; avoid surprises.
- #5 - Take responsibility to actively correct misquotes by the press or individuals.
- #6 - Keep relationships positive; quickly resolve differences.
- #7 - Publicly celebrate success; help each other achieve.
- #8 - Respect each other's personal and physical space.

Expectations of Administration / Staff

- #1 - Return telephone calls and contacts from the public and elected officials as soon as possible, but under all circumstances within 24 hours; agree upon delivery times.
- #2 - Emergencies noted by elected officials need staff's immediate attention.
- #3 - Meet agreed deadlines for deliverables.

Commitments to Administration / Staff

- #1 - Deal with management level staff on constituent services, not line staff.
- #2 - Be clear and reasonable on expectations for delivery times and deliverables.
- #3 - Give issues the appropriate priority; recognize that there are few true emergencies.
- #4 - Treat the staff as professionals and with respect; follow the "Golden Rule."

It was up to each councilmember to abide by this Code, since there was no mechanism to keep them accountable. If anyone violated the Code, it was up to the others to "call that person out."

8) Improving performance as policy makers.

Processes and Projects to Help Improve Performance

Council and Staff

- Consider actions, check emotions, and respond appropriately.
- Preserve each others' self-esteem.
- Avoid surprises.
- Use email only for brief information and discussion items; handle sensitive issues by phone or in person.
- Pose questions in such a way as to avoid misinterpretation.

Council

- Everyone contribute to discussion.
- No grandstanding on issues.
- Contact other councilmembers directly regarding concerns and objections to their agenda items.
- Contact staff and/or attorney for concerns about agenda items.

Manager

- Provide status reports during Council meetings.

Staff

- Forward information provided to any councilmember to all councilmembers.
- Provide information in a timely manner.
- Tighten up agenda item process.

Mayor Marley recessed the meeting at 3:15 p.m. and reconvened it at 3:25 p.m.

9) Confirming agreements from today's discussions and planning for action.

Mr. Decker explained the process for preparing for an upcoming half-day strategic planning session, at which Council will set policy and select project priorities. Council agreed to five critical goals that must be done in the next two to five years that will form the basis for the strategic plan:

- Industrial park at Old Home Manor;
- Infrastructure development;
- Quality of life;
- Clean up UDO;
- Smart economic development.

Once Council developed the framework for the plan, they will submit it to staff, who will develop an implementation plan for it. Staff will bring it back with their comments and recommendations. Council will then final the document and have something for which to hold the manager accountable.

Topics Agreed Upon

- Clarity on roles.
- Enhanced communication.
- Elements for a strategic plan.
- Behaviors to be addressed, such as trust, honest communication, and positive active listening.
- Email standards.

Action Plan Issues to Address

- Facilitator to prepare summary of retreat and send to Manager in two weeks.
- Manager to provide electrical consumption information on solar panels to Council in two weeks.
- Clerk to clarify requirements related to meeting agendas and the agenda item process to Council in two weeks.
- Finance Director to provide procedure to Council related to direct deposit.
- Manager to direct staff to correct misspelling on Town website this week.
- Manager to meet with Economic Development Subcommittee to discuss future actions related to EDA applications.
- Manager and Economic Development Subcommittee Chair meet with subcommittee to discuss roles, responsibilities, and things to address.
- Manager/Council to clarify that Council was responsible to assign contract negotiations to staff.
- Manager/Council to place item on the next agenda regarding manager/magistrate matters.
- Mayor and Manager to keep Council discussions on policy and out of "the weeds."
- Manager to work with attorney and Mr. Decker to improve more thorough verbal communications and reinstate regular progress reports.
- Manager to schedule next retreat.
- Council to complete forms for next retreat.
- Manager to work with human resources, Vice-Mayor Croft and Mr. Decker to address personal accountability.
- Mayor to incorporate teambuilding moments in meetings.
- Facilitator to provide Council with an instrument to help them keep track of trust issues.

10) Closing remarks and meeting evaluation.

Meeting "Autopsy"

Positive Outcomes

- Participants met, talked, and listened to each other.
- Participants learned a different approach to addressing their issues.
- Participants identified tactical and strategic issues.
- Participants identified actions to take at their next retreat.
- Participants addressed foundational issues and were now ready for a higher level.
- The food was good.

Negative Outcomes

- One Councilmember had to leave early.
- The room was a little warm.

What We Would Change

- Work on the superstructure.
- Need to apply strategies.

11) ADJOURNMENT

Mayor Marley adjourned the meeting at 4:11 p.m.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session/Retreat of the Town Council of the Town of Chino Valley, Arizona held on the 5th day of November, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of December, 2013.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. c.

Meeting Date: 12/10/2013

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 12, 2013 regular meeting minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Approve the November 12, 2013 regular meeting minutes.

Attachments

November 12, 2013 minutes

DRAFT

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

**TUESDAY, NOVEMBER 12, 2013
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, November 12, 2013.

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

Staff Present: Town Manager Robert Smith; Planner Ruth Mayday; General Services Director Cecilia Watts; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Police Lieutenant Vince Schaan; Police Officer Jeff Pizzi; Magistrate John Walker; Town Engineer/Public Works Director Ron Gritman; Utilities Supervisor Chris Bartels; I.T. Specialist Spencer Guest; Town Clerk Assistant Liz Hart; Town Clerk Jami Lewis (recorder)

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

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

Vice-Mayor Croft gave the invocation and Mayor Marley led the Pledge of Allegiance.

Vote: 7 - 0 PASSED - Unanimously

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

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

Ms. Lauster spoke about an upcoming event in January 2014 to commemorate the 150th anniversary of the Governor's party arrival at Del Rio Springs to establish the Territorial Government.

3) **CALL TO THE PUBLIC**

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

Michael Edmonds asked about the final purchase price and cost of improvements related to the Road 4 South extension contract approved on October 22.

4) **RESPONSE TO THE PUBLIC**

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

There was nothing to report.

5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

Councilmember Best reported on a recent Safety Subcommittee meeting with Police and Fire officials.

Town Manager Robert Smith reported on: new mics in the Council Chambers; paintings from local artists in the Town Hall building; the status of the Granite Mountain Hot Shots memorial bench; and a slight increase in residential development.

Mayor Marley read his monthly Mayor's Report, which pertained to the Veteran's Day "Remembrance Day National Roll Call."

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

Magistrate Walker reported on:

- a staffing shortage during the last quarter;
- savings from using nCourt for credit/debit card payments;
- upcoming Court audit;
- final disbursement in June of \$46,000 in unaccounted funds;
- potential benefits to the Court from Finance's online banking proposal;
- upcoming Magistrate Evaluation Subcommittee (MES) meeting to review Court policies and procedures;
- initiation of new Life Skills program used in sentencing; and
- new Prosecutor, Cody Johnson.

6) **CONSENT AGENDA**

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

Council set down item 6c.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda items 6a, b, d and e.

Vote: 7 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve the October 17, 2013 study session minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to approve the October 17, 2013 special meeting minutes. (Jami Lewis, Town Clerk)
- c) Consideration and possible action to approve Financial Report for the month ended September 30, 2013. (Joe Duffy, Finance Director)

Council asked about a negative figure in the Parks and Recreation Impact Fees. Mr. Duffy explained that it was a credit that overaccrued last year from the prior fiscal year.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve Consent Agenda item 6c.

Vote: 7 - 0 PASSED - Unanimously

- d) Consideration and possible action to approve Agreement for Professional Consulting Services with Four-D LLC, for email server migration scope of work and ongoing professional services, in an amount not to exceed \$15,000.00, through June 30, 2015. Funds to come from the current MIS/GIS budget. (Spencer Guest, IT Specialist)
- e) Consideration and possible action to approve the revised Intergovernmental Agreement between the Town of Chino Valley and the Arizona Department of Transportation in the amount of \$100,000 for the Town's contribution to the construction of the proposed roundabout at Highway 89 and Kalinich Avenue, and to assign construction and maintenance responsibilities as defined in the Agreement. Funds to come from Roadway Impact Fees. (Ron Grittman, Public Works Director/Town Engineer)

7) **ACTION ITEMS**

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

Mayor Marley recused himself at 6:43 p.m. to avoid the appearance of any conflict of interest, as he owned agricultural property within 500 feet of SR 89.

Acronym used in this item:

UDO (Unified Development Ordinance)

Ms. Mayday reported that:

- On October 3, 2013, Council held a Study Session for the purpose of discussing potential amendments to the UDO that would further regulate medical marijuana cultivation and infusion facilities, as well as dispensaries. After considerable input from Council and affected citizens, staff refined the proposed text amendments to reflect those comments.
- The Commercial Greenhouse Regulations (UDO § 4.30) provided a significant hurdle in terms of minimum lot size and allowed lot coverage, as well as a required 500-foot separation from State Route 89, eliminating a number of properties that would otherwise be ideally situated for cultivation and dispensary uses. Therefore, staff recommended striking § 4.30 in its entirety, and including the floor area restrictions for retail, restaurant, entertainment, and sales of produce in the property development standards for the appropriate zoning districts. This would also remove the locational restrictions on non-marijuana commercial greenhouses while keeping the secondary use restrictions in place.
- Other changes made were:
 - Added language to ensure cultivation activities took place within a structure and specifically excluded outdoor cultivation.
 - Reduced separation requirements to 200 feet, with the exception of schools, which was regulated by the state.
 - Changed language regarding dust, fumes, odor, or vapors to require mitigation to minimize impact on surrounding properties.
- A public hearing before the Planning and Zoning Commission will take place November 19, 2013.

Ms. Mayday reviewed more detailed changes made to the proposed text with regard to conditional and permitted uses, commercial greenhouse regulations, and cultivation facilities and water.

Council asked about proposed changes to setbacks, building height, and contiguous acres. Ms. Mayday related that staff could not find the original rationale for the current standards, either in written documents or from the greenhouse growers themselves. A 50-foot setback was standard for commercial properties, and she could change building height back to 35 feet if Council so desired.

Mayor Marley returned to the dais at 6:54 p.m.

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

Recommended Action: Approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls.

Ms. Mayday reported that:

- Unified Development Ordinance § 4.8 regulated heights and materials for walls and fences in the Town. The following changes to this section were being proposed:
 - Amend provisions allowing CUPs to be used to grant relief to the regulations by eliminating references to a CUP for fences, as the current regulation circumvented the duties and responsibilities of the Board of Adjustment as set forth in ARS 9-462.06(G)(2) et. seq.
 - Strike provisions that allowed fees to be waived, for the same reason as mentioned above.
 - Add language that would subject non-conforming fences to the regulations set forth in § 4.2 Non-Conforming Uses and Structures.
 - Amend height requirements, pools, spas, and hot tubs to reflect building codes.
- On September 15, 2013, the Planning and Zoning Commission voted to recommend that Council approve the proposed text amendments.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Ordinance No. 13-776, amending the Unified Development Ordinance, Chapter 4: General Regulations, Section 4.8: Fences and Walls.

Vote: 7 - 0 PASSED - Unanimously

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

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

Ms. Mayday reported that currently, UDO § 4.21.7 Temporary Signs, Subsection (C) Political Signs was not in compliance with A.R.S. §16-1019. The proposed amendments will bring this section into full compliance. The Planning and Zoning Commission discussed this matter on August 20, 2013 and September 17, 2013, and held a public hearing on October 15, 2013. There were no comments or objections by the public or the Commissioners, and the Commission voted unanimously to forward the proposed text amendments to the Town Council with a recommendation for approval.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Ordinance No. 13-778, amending the Unified Development Ordinance, Subsection 4.21, related to permitting political signs in Town rights-of-way.

Vote: 7 - 0 PASSED - Unanimously

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

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

Mr. Duffy reported that:

- The Town desired to offer its customers the ability to make payments online, providing an enhanced level of customer service and reducing the time spent processing payments each month.
- Staff solicited proposals to provide electronic bill pay services that integrated with the Town's Caselle accounting system. Xpress Bill Pay and Payments Service Network, Inc. submitted proposals and provided demonstrations to staff. The Finance Subcommittee also attended a demonstration and reviewed both proposals. The Subcommittee was recommending Xpress Bill Pay, as it was Caselle's authorized preferred vendor.
- Each company charged small monthly base fees for their service and earned the majority of their fees based on the number of transactions processed every month; there was also a one time fee of \$5,000 from Caselle to integrate with Xpress Bill Pay.
- Staff projected savings of \$2,500-\$5,000 per year in direct costs and significant savings in labor hours.

Council asked about using Pay Pal. Mr. Duffy stated that Pay Pal did not integrate with Caselle and staff was researching related fees and other issues.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve proposal from Xpress Bill Pay and approve Caselle Clarity Software & Services Proposal in the amount of \$5,000, to integrate the Xpress Bill Pay system with the Town's accounting system.

Vote: 7 - 0 PASSED - Unanimously

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

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

Mr. Grittmann reported that:

- Per law, the Town could select the best qualified firm for professional services.
- As Civil Tec Engineering had already developed construction plans for this project and possessed the Town's data points, staff was recommending them for this phase of the project. In addition, Civil Tec will stake the right-of-way as requested by Deep Well Ranches.
- No specifications had been prepared for the project. The Town Engineering Department, working with Civil Tec and the Public Works Department, will field engineer the project in order to assure that it was in compliance with the design engineer and industry standards.
- Road 4 South was to be constructed as two projects, each with two phases, keeping the projects under the state's project expenditure limit. This was also being done so that fill dirt from Phase 1 could be used for Phase 2.

Council asked about the Letter of Intent and specifications for the road, as well as electric poles in the right-of-way. Mr. Grittmann explained that staff would work off Civil Tec's 50% plans, as in-house compliance did not typically include engineering plans. The Town had to pay for utility relocations, as APS had prior rights. Town Attorney Phyllis Smiley added that the Letter of Intent concerned only purchase of right-of-way, not construction of the roadway.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the Agreement for Professional Consulting Services with Civil Tec Engineering, Inc. in an amount not to exceed \$23,856.00.

Vote: 7 - 0 PASSED - Unanimously

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

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

Mr. Grittmann reported that:

- Under the newly adopted procurement policy, Town Code § 32.05(D)(1)(g), a capital project could be constructed as an in-house project using primarily regularly employed Town personnel and volunteers. Council must make findings that there was a reasonable basis for doing so and that the project was not being constructed in house to avoid the bidding requirements. Staff was requesting that Council make such findings with respect to the construction of Road 4 South and declare this as an in-house project.

- Doing this as an in-house project will facilitate the resolution of pending litigation by getting the work done expediently at a presumably lower cost, as well as allow the Town to use donated materials and/or labor. Also, the Town was in the unique position of having many Public Works employees with extensive heavy equipment and road construction experience. Due to these factors, staff believed these factors provided a reasonable basis to support such findings.
- Staff had secured approximately 50% construction plans for the project and intended to field engineer the project using the expertise of the two professional engineers on staff, who will provide the construction oversight to assure that the project was constructed in accordance with industry standards. Civil Tec, the design engineer, will provide construction surveying and staking and additional oversight of construction.
- Pursuant to A.R.S. § 34-201(D), a street, road, bridge, water or sewer work may be constructed either with or without the use of the agent's regularly employed personnel without advertising for bids, provided that the total cost of the work did not exceed approximately \$216,000 in 2013. Adding the estimated costs for construction of the components of this project, the total estimated cost was \$199,975.00.
- As the new procurement policy adopted via Ordinance No. 13-775 will not be effective until November 21, 2013, approval of this item will be effective as of that date, as long as no referendum on the Ordinance was filed.

Council asked for more details about the cost estimates and expenses that were included in the state limit calculation. Mr. Gritman, Mr. Duffy, and Ms. Smiley reported that:

- Per state law, labor did not have to be included in estimates for in-house projects, and in their experience, it was not done that way; if the Town opted to charge for in-house labor, it would reduce the amount of funding for the rest of the project.
- Staff estimated \$350,000 total on both phases for an AB road to be built out 60 feet per day and completed in 3.5 months.
- The statute referenced the "total cost of work for the project," but did not give a definition for "work." She was unsure about staking and surveying, but she would include equipment rental, since that was usually included in a bid.

Council comments:

- Staff's creativity to cut expenses for the project were one reason to support the proposal.
- There was concern about possible cost overruns and the town attorney was researching that.
- A reason to not support the proposal was that labor costs would be included in a bid and it should be included here.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to make the finding that there is a reasonable basis for constructing the Road 4 South capital project in-house pursuant to the Town's Procurement Policy, with approval to be effective as of November 21, 2013.

Vote: 5 - 2 PASSED

NAY: Councilmember Linda Hatch
Councilmember Pat McKee

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

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

Mr. Grittmann reported that:

- Yavapai County had publically bid various pieces of equipment, and under the Town's procurement policy, the Town could piggyback on other agencies' bidding processes. Two low bidders on Yavapai County's list, ECCO Equipment and United Rentals, notified the Town that they would honor the prices quoted to Yavapai County.
- While staff estimated that the equipment should be needed for only three months, the approval amounts will secure the rental equipment for four months if needed for the vertical cut through the hills.
- Should Council approve this item, staff will bring back a contract with each vendor for Council's approval.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to authorize staff to secure contracts to bring back to Council for consideration for rental of a D-8 bulldozer and a paddlewheel scraper from ECCO Equipment Company for an amount not to exceed \$109,000.00 and a 12-ton sheepsfoot compactor from United Rentals in an amount not to exceed \$17,644.00.

Vote: 7 - 0 PASSED - Unanimously

Mayor Marley recessed the meeting at 7:51 p.m. and reconvened the meeting at 8:00 p.m.

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

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

Mr. Grittmann reported that:

- On March 13, 2011, at the recommendation of the Town's insurance carrier, Council directed staff to remove old and antiquated skate park equipment from a flat slab of concrete that had historically been used as a basketball court. At that time, Council did not direct staff to install basketball equipment on the vacant concrete because of the appearance that the Town was not going to replace the skate park.
- Because there was now an effort to develop a new skate park, the Parks and Recreation Advisory Board were proposing to replace two basketball standards on the vacated concrete, as most youth wanting to play basketball lived behind the park and were not close enough to use the courts at the high school. While this agenda item was requesting equipment for two courts, the Board intended to ask Council for an additional two courts later.
- Staff had been working with California Skateparks on the design of a new skate park in a different location. The fees for this design were not part of this agenda item, nor were they budgeted. Staff estimated a total cost of \$50,000 for design and construction management of the skate park; however, staff believed they could reduce that amount by using in-house labor.
- Both of these projects would require the use of the last of the parks impact fees, as the state had eliminated further collection of said impact fees. Any impact fees used for basketball courts would reduce the amount available for the skate park, and there were not enough impact fees to construct the skate park.

Councilmember Best recommended that Council use impact fees for the skate park design, as the Town had an opportunity to apply for a Tony Hawke grant, for which a completed design would give the Town's application better standing. Then the Town could use the in-house process for construction and solicit donated materials.

Council discussion: Council generally supported one set of basketball standards at this time.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Pat McKee to approve the purchase of two sets of basketball equipment for the Community Center Park from Exerplay, Inc. in an amount not to exceed \$3,040.14.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

- a) Pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding an intergovernmental agreement with the City of Prescott related to payments for the transportation of water that is the subject of negotiations. (Robert Smith, Town Manager)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to go into executive session to discuss those things outlined.

Vote: 7 - 0 PASSED - Unanimously

9) ACTION ITEMS RESUMED

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

Mayor Marley reconvened the regular meeting at 8:42 p.m.

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

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve the Intergovernmental Agreement with the City of Prescott related to Payments for the Transportation of Water.

Vote: 7 - 0 PASSED - Unanimously

10) ADJOURNMENT

MOVED by Councilmember Mike Best, seconded by Councilmember Pat McKee to adjourn the meeting at 8:43 p.m.

Vote: 7 - 0 PASSED - Unanimously

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of November, 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of December, 2013.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. d.

Meeting Date: 12/10/2013
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended October 31, 2013.

RECOMMENDED ACTION:

Approve Financial Report for the month ended October 31, 2013.

SITUATION AND ANALYSIS:

The Finance Department per Town Code is preparing Monthly Financial Reports for the Mayor, Council, Staff and Community.

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

The report includes the following sections;

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

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

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

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

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

October 2013 Report

Town of Chino Valley

Arizona

Financial Report



To The Town Council

For the Four Months Ending October 31, 2013 34% of the Fiscal Year

Town of Chino Valley						
Revenue and Expense Summary						
For the Four Months Ending October 31, 2013 34% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
GENERAL FUND						
General Fund Revenues by Category						
Franchise Taxes	\$ 22,246	\$ 37,244	\$ 14,998	67%	\$ 138,500	27%
Tax Revenues	\$ 813,300	\$ 1,228,304	\$ 415,004	51%	\$ 3,911,000	31%
Licenses & Permits	\$ 64,517	\$ 80,537	\$ 16,019	25%	\$ 165,000	49%
Intergovernmental	\$ 852,270	\$ 909,164	\$ 56,894	7%	\$ 2,892,400	31%
Charges for Services	\$ 364,980	\$ 25,763	\$ (339,217)	-93%	\$ 102,300	25%
Fines and Forfeitures	\$ 33,617	\$ 26,030	\$ (7,587)	-23%	\$ 132,500	20%
Other Revenues	\$ 1,360	\$ 878	\$ (482)	-35%	\$ 2,300	38%
Contributions and Donations	\$ 4,774	\$ 11,025	\$ 6,251	131%	\$ 13,800	80%
Investment Earnings	\$ 153	\$ 143	\$ (10)	-7%	\$ 550	26%
Transfers In	\$ 139,552	\$ 18,493	\$ (121,059)	-87%	\$ 65,480	28%
Total Revenues	\$ 2,296,770	\$ 2,337,579	\$ 40,809	2%	\$ 7,423,830	31%
Total Revenues for the General Fund are up \$40,809 over the previous fiscal year. Tax Revenues are up 51% due to the one percent sales tax rate increase. Charges for Services was down due to a one time payment received in FY 2012-13. Intergovernmental Revenues are up 7% primarily due to a and increase in State Shared Income Tax and Sales Tax. Building Permits are up 100% from \$23,445 to \$ 46,880. Transfers In were reduced in the current years budget over the prior year. The total General Fund Revenues are up 2% compared to the same period last year. Overall General Fund Revenues are on track YTD.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Four Months Ending October 31, 2013 34% of the Fiscal Year						
Actual vs Prior Year						
Revenues	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
General Fund Expenditures by Department						
Prosecutor	\$ 34,843	\$ 35,712	\$ 869	2%	\$ 118,650	30%
Town Clerk	\$ 52,428	\$ 56,953	\$ 4,525	9%	\$ 233,850	24%
Town Manager	\$ 111,883	\$ 122,410	\$ 10,526	9%	\$ 348,850	35%
Human Recourses	\$ 15,161	\$ 15,459	\$ 298	2%	\$ 66,950	23%
Municipal Court	\$ 76,190	\$ 90,556	\$ 14,367	19%	\$ 294,800	31%
Finance	\$ 71,722	\$ 105,621	\$ 33,898	47%	\$ 279,050	38%
Management Information System	\$ 52,393	\$ 58,971	\$ 6,578	13%	\$ 244,500	24%
Mayor and Council	\$ 8,725	\$ 11,247	\$ 2,523	29%	\$ 29,550	38%
Planning	\$ 49,651	\$ 59,082	\$ 9,432	19%	\$ 139,350	42%
Building Inspection	\$ 48,565	\$ 59,767	\$ 11,201	23%	\$ 231,030	26%
Police	\$ 751,129	\$ 903,047	\$ 151,918	20%	\$ 2,491,650	36%
Animal Control	\$ 25,635	\$ 30,321	\$ 4,687	18%	\$ 91,400	33%
Recreation	\$ 21,243	\$ 7,503	\$ (13,740)	-65%	\$ 74,250	10%
Library	\$ 94,266	\$ 90,805	\$ (3,461)	-4%	\$ 281,050	32%
Senior Center	\$ 61,556	\$ 65,836	\$ 4,280	7%	\$ 199,450	33%
Parks Maintenance	\$ 164,427	\$ 140,349	\$ (24,077)	-15%	\$ 385,300	36%
Aquatic Center	\$ 96,094	\$ 82,898	\$ (13,196)	-14%	\$ 277,500	30%
Public Works Administration	\$ 6,578	\$ -	\$ (6,578)	-100%	\$ -	
Facilities Maintenance	\$ 87,318	\$ 105,638	\$ 18,320	21%	\$ 349,000	30%
Fleet Maintenance	\$ 98,230	\$ 101,047	\$ 2,817	3%	\$ 332,350	30%
Engineering	\$ 11,302	\$ 20,321	\$ 9,019	80%	\$ 64,900	31%
Non Departmental	\$ 174,334	\$ 332,475	\$ 158,141	91%	\$ 868,800	38%
Total Expenditures	\$ 2,113,670	\$ 2,496,019	\$ 382,348	18%	\$ 7,402,230	34%
Total Revenue Over (Under)						
Total Expenditures	\$ 183,100	\$ (158,439)	\$ (341,539)		\$ 21,600	
GENERAL FUND (Continued)						
Total General Fund Expenditures are at 34% of budget this fiscal year with 34% of the fiscal year complete. Expenditures are \$382,348 higher to date than last fiscal year. The Finance Department is up due to the timing of the audit fees payment. The Police Department personnel costs are up over the prior fiscal year and are at 35% year to date. A detailed analysis of the Police Departments payroll projects them to be under budget by the end of the fiscal year. Non Departmental is up due to the emergency gas line repair on North Campus.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Four Months Ending October 31, 2013 34% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
HIGHWAY USER REVENUE FUND						
Total Revenues	\$ 233,910	\$ 237,357	\$ 3,447	1%	\$ 1,019,550	23%
Expenditures						
Road Maintenance	\$ 186,488	\$ 330,612	\$ 144,124	77%	\$ 1,019,550	32%
Total Revenue Over (Under)						
Total Expenditures	\$ 47,422	\$ (93,255)	\$ (140,677)		\$ -	
Total Fund Revenues are up slightly over the prior fiscal year. Expenditures are up due to the chip seal work completed this fiscal year.						
WATER ENTERPRISE FUND						
Water Revenues	\$ 216,310	\$ 210,120	\$ (6,190)		\$ 472,000	
Transfers In	\$ 120,996	\$ 73,333	\$ (47,663)		\$ 220,000	
Total Revenues	\$ 337,306	\$ 283,453	\$ (53,853)	-16%	\$ 692,000	41%
Expenditures						
Water Utility Operations	\$ 199,738	\$ 196,553	\$ (3,186)		\$ 539,700	
Capital Improvements	\$ 2,173	\$ -	\$ (2,173)			
Debt Service/Reserve	\$ -	\$ -	\$ -		\$ 94,895	
Total Expenditures	\$ 201,911	\$ 196,553	\$ (5,359)	-3%	\$ 634,595	31%
Total Revenue Over (Under)						
Total Expenditures	\$ 135,395	\$ 86,900	\$ (48,494)		\$ 57,405	
Total Water Enterprise Fund Revenues are down compared to last fiscal year. Water Service Fees are down 28% due to reduced ball field watering and a faulty meter at the Old Home Manor Ball Fields. See the attached for additional information. The Town collected \$48,000 in Water Buy In Fees so far this fiscal year. Expenditures are down slightly over last fiscal year and are at 31% Year to date.						
SEWER ENTERPRISE FUND						
Total Revenue	\$ 405,002	\$ 487,934	\$ 82,932	20%	\$ 1,683,365	29%
Expenditures						
Sewer	\$ 323,962	\$ 295,452	\$ (28,510)		\$ 892,050	
Debt Service/Reserve	\$ 57,565	\$ 56,236	\$ (1,329)		\$ 791,315	
Total Expenditures	\$ 381,527	\$ 351,688	\$ (29,839)	-8%	\$ 1,683,365	21%
Total Revenue Over (Under)						
Total Expenditures	\$ 23,475	\$ 136,246	\$ 112,771		\$ -	
Total Sewer Enterprise Fund Revenues are up 20% over last fiscal year. Sewer Service Fees are up 13% primarily due to the rate increase adopted last fiscal year. The Town collected \$37,076 in Sewer Buy In Fees so far this fiscal year. Expenditures are down 8%.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Four Months Ending October 31, 2013 34% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
CAPITAL IMPROVEMENT FUND						
Total Revenues	\$ 407,026	\$ 409,435	\$ 2,409	1%	\$ 5,790,800	7%
Capital Improvements	\$ 112,144	\$ 192,621	\$ 80,477		\$ 4,584,000	
Transfers	\$ 452,796	\$ 286,033	\$ (166,763)		\$ 858,099	
Total Expenditures	\$ 564,940	\$ 478,654	\$ (86,286)	-15%	\$ 5,442,099	9%
Total Revenue Over (Under)						
Total Expenditures	\$ (157,914)	\$ (69,220)	\$ 88,694		\$ 348,701	
Capital Improvement Fund Revenues are up slightly by 1% over the prior fiscal year. Transfers are down due to the reduced amount budgeted this fiscal year. YTD Expenditures by project include, Road 3 North Drainage \$152,684, Chino Meadows Unit 5 \$18,557, Road 4 South \$21,380. Note the majority of the work done this fiscal year in the Capital Projects fund will be funded by Road Impact Fees.						

Town of Chino Valley						
Revenue and Expense Summary						
For the Four Months Ending October 31, 2013 34% of the Fiscal Year						
			Actual vs Prior Year			
Revenues	Actual Year to Date FY 2012-13	Actual Year to Date FY 2013-14 (2)	Amount	% FY 2013-14/ FY 2012-13	Annual Budget FY 2013-14 (1)	% of Budget YTD
OTHER MINOR FUNDS						
Other Minor Funds -Revenues						
CDBG Grant	\$ 50,695	\$ -	\$ (50,695)		\$ -	
Grants Fund	\$ 38,791	\$ 100,354	\$ 61,563		\$ 700,000	
Special Revenue Fund Court	\$ 3,631	\$ 2,696	\$ (935)		\$ 15,600	
Capital Asset Replacement	\$ 179	\$ 62	\$ (117)		\$ 25,000	
Police Impact Fee Funds	\$ 328	\$ 4,261	\$ 3,933		\$ 50,000	
Library Impact Fee Funds	\$ 163	\$ 1,482	\$ 1,319		\$ 7,000	
Parks/Rec Impact Fee Funds	\$ 421	\$ 4,812	\$ 4,391		\$ 29,000	
Roads Impact Fee Funds	\$ 3,993	\$ 42,245	\$ 38,252		\$ 1,000,000	
Special Revenue Fund PD	\$ 11,705	\$ 14,044	\$ 2,339		\$ 25,000	
CVSLID Districts	\$ 10	\$ (226)	\$ (236)		\$ 3,578	
Total Revenues	\$ 109,916	\$ 169,731	\$ 59,815	54%	\$ 1,855,178	9%
CDBG Grant	\$ 36,230	\$ -	\$ (36,230)		\$ 650,914	
Grants Funds	\$ 32,442	\$ 111,437	\$ 78,995		\$ 700,000	
Special Revenue Fund - Court	\$ 147	\$ 2,785	\$ 2,638		\$ 500	
Capital Replacement Fund	\$ 3,997	\$ -	\$ (3,997)		\$ 30,000	
Police Impact Fee Funds	\$ 1,218	\$ 3,702	\$ 2,484		\$ 50,000	
Library Impact Fee Funds	\$ 426	\$ 108,741	\$ 108,315		\$ 7,000	
Parks/Rec Impact Fee Funds	\$ 244	\$ (8,811)	\$ (9,055)		\$ 29,000	
Roads Impact Fee Funds	\$ 405,084	\$ 11,593	\$ (393,491)		\$ 1,000,000	
Special Revenue Fund PD	\$ -	\$ 5,126	\$ 5,126		\$ 30,000	
CVSLID Districts	\$ 1,226	\$ 1,266	\$ 40		\$ 3,806	
Total Expenditures	\$ 481,014	\$ 235,839	\$ (245,175)	-51%	\$ 2,501,220	9%
Total Revenue Over (Under)						
Total Expenditures	\$ (371,098)	\$ (66,108)	\$ 304,990		\$ (646,042)	
Revenues up due to the collection Impact fees from new housing starts this fiscal year. The Town is using Library Impact Fees to expand the Library this fiscal year.						
TOTAL ALL FUNDS						
Total Revenue All Funds	\$ 3,789,930	\$ 3,925,489	\$ 135,559	4%	\$ 18,464,723	21%
Total Expenditures All Funds	\$ 3,929,551	\$ 4,089,365	\$ 159,814	4%	\$ 18,683,059	22%
Total Revenue Over (Under)						
Total Expenditures All Funds	\$ (139,620)	\$ (163,876)	\$ (24,255)		\$ (218,336)	
(1) Budget does not include Carryover Amounts from Prior Fiscal Years						
(2) Year to date amounts include actual expenditures paid to date.						

Town of Chino Valley
Major Revenue Summary
For the Four Months Ending October 31, 2013 34% of the Fiscal Year

					Actual vs Prior Year	
	Actual Year to Date FY 2012-13	Annual Budget FY 2013-14	Actual Year to Date FY 2013-14*	% of Budget YTD	Amount	%
Town Sales Tax Retail	\$ 764,196	\$ 3,670,000	\$ 1,158,414	32%	\$ 394,218	52%
Vehicle License Tax	\$ 195,375	\$ 563,000	\$ 204,056	36%	\$ 8,681	4%
State Shared Sales Tax	\$ 278,301	\$ 935,000	\$ 295,811	32%	\$ 17,510	6%
State Shared Income Tax	\$ 368,311	\$ 1,207,000	\$ 402,267	33%	\$ 33,956	9%
Highway User Revenue	\$ 233,168	\$ 763,000	\$ 238,798	31%	\$ 5,630	2%
Water Service Fees	\$ 215,292	\$ 467,000	\$ 156,442	33%	\$ (58,850)	-27%
Capital Improvement	\$ 392,092	\$ 1,138,000	\$ 384,698	34%	\$ (7,394)	-2%
Sewer Service Fees	\$ 337,711	\$ 1,125,000	\$ 381,843	34%	\$ 44,132	13%
Major Revenues Y.T.D.	\$ 2,784,446	\$ 9,868,000	\$ 3,222,327	33%	\$ 437,882	16%
Total Revenue All Funds	\$ 3,789,930	\$ 18,464,723	\$ 3,925,489	21%	\$ 135,559	4%

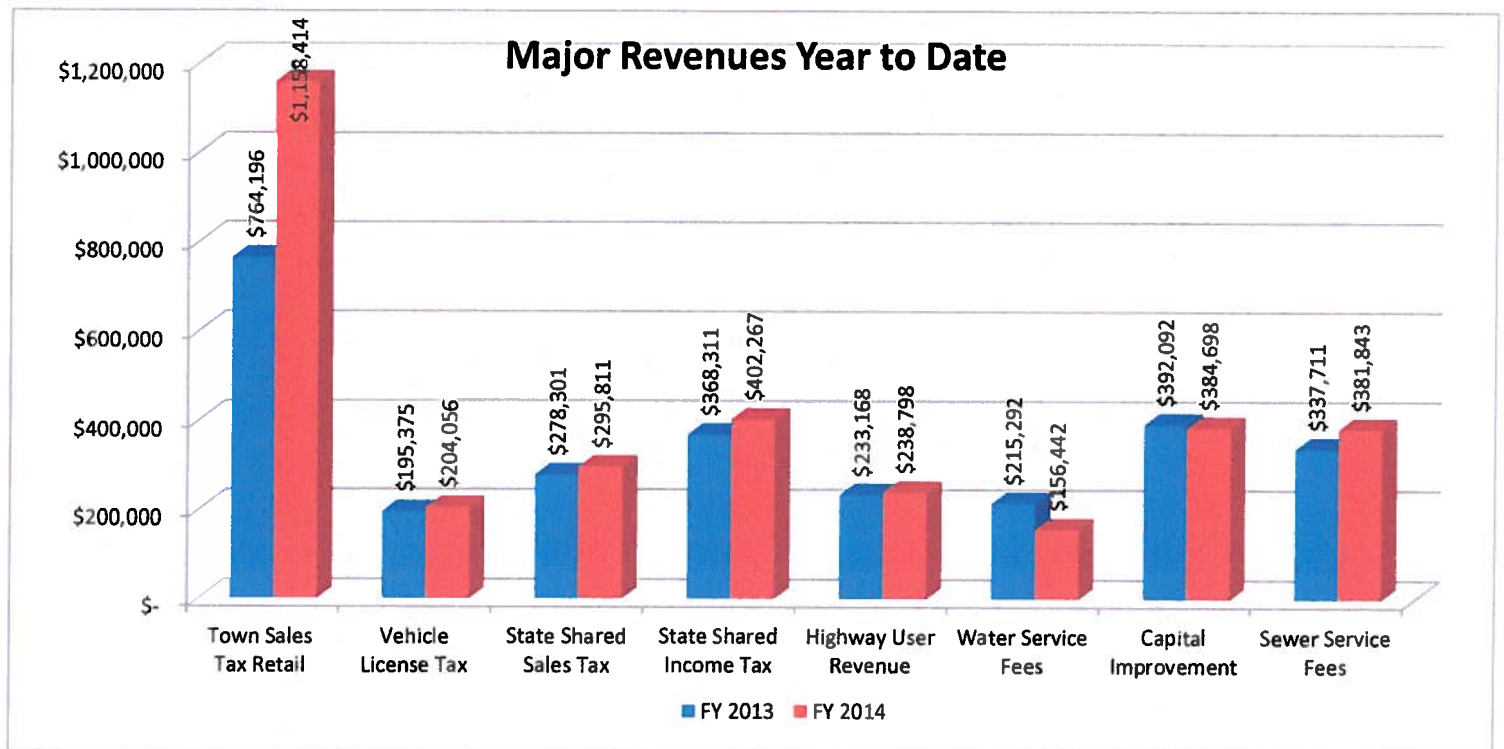
73%

53%

82%

*Note Retail Sales Tax Rate increased from 3% to 4% on June 1, 2013.

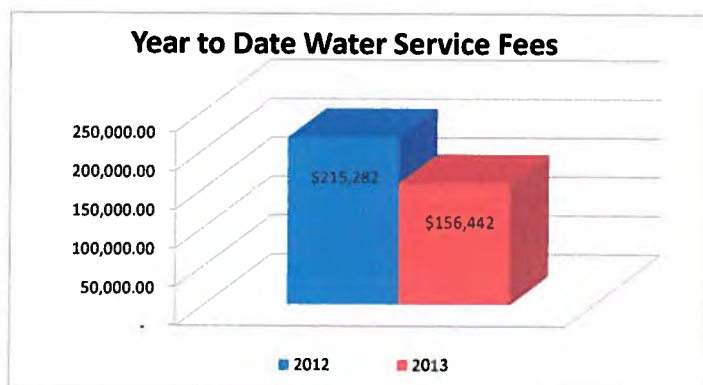
The Major Revenues are up \$437,882 or 16% over the prior fiscal year continuing a positive trend. The largest portion is attributed to the 1% sales tax increase. Excluding Water Service Fees, the remaining revenues are as on track as projected in this years budget.



Impact Fee Fund Recaps					
For the Four Months Ending October 31, 2013 34% of the Fiscal Year					
	Police Impact Fees	Library Impact Fees	Parks/Rec Impact Fees	Roads Impact Fees	
Beginning Fund Balance @ 6/30/13	\$ 78,889	\$ 83,963	\$ 23,394	\$ 1,951,941	
Impact Fees Revenue to Date	\$ 4,261	\$ 1,482	\$ 4,812	\$ 42,245	
Impact Fees Expenditures to Date	\$ 559	\$ 108,741	\$ (8,811)	\$ 11,593	
Ending Fund Balance to Date	\$ 82,590	\$ (23,297)	\$ 37,017	\$ 1,982,593	
Budgeted Expenditures FY 13/14	\$ 50,000	\$ 7,000	\$ 29,000	\$ 1,000,000	
The overage in Library Impact Fees will be made up upon receipt of a \$30,000 grant from the Yavapai Library District. Parks/Recs Impact Fees reflect a prior year credit from the HURF Fund.					
Contingency Funds Budget					
For the Four Months Ending October 31, 2013 34% of the Fiscal Year					
	Actual Year to Date FY 2013-14	Annual Budget FY 2013-14			
General Fund Budget		\$ 321,500			
Encumbered to Date					
North Campus Gas Line	\$ 92,715	\$ 93,630			
Great Prescott Regional Economic		\$ 10,500			
General Fund Balance		\$ 217,370			
HURF Fund Budget		\$ 9,500			
Water Fund Budget		\$ 23,000			
Sewer Fund Budget		\$ 68,500			
Balance of Contingency Budget	\$ 92,715	\$ 318,370			
Annual Debt Service Summary By Fund					
Fiscal Year Ended June 30, 2014					
Debt Issue	Date Issued	Original Amount	Outstanding Amount as of June 30, 2013	FY 2014 Principal	FY 2014 Interest
General Government					
GADA Loan 2007A	7/1/2011	\$ 3,825,000	\$ 3,695,000	\$ 75,000	\$ 175,981
US Bank Series 2010	12/15/2010	\$ 7,280,000	\$ 7,280,000		\$ 331,638
		\$ 11,105,000	\$ 10,975,000	\$ 75,000	\$ 507,619
Water Enterprise Fund					
US Bank Series 2010	12/15/2010	\$ 745,000	\$ 655,000	\$ 45,000	\$ 26,895
Sewer Enterprise Fund					
WIFA	1/10/2007	\$ 1,580,000	\$ 1,166,086	\$ 75,796	\$ 32,161
WIFA	1/11/2008	\$ 4,853,000	\$ 3,973,676	\$ 235,511	\$ 111,819
USDA	2/16/2007	\$ 1,595,000	\$ 1,450,165	\$ 37,140	\$ 59,136
USDA	4/10/2008	\$ 1,505,000	\$ 1,406,302	\$ 33,470	\$ 57,382
USDA	4/16/2008	\$ 1,332,000	\$ 1,245,534	\$ 29,577	\$ 50,823
		\$ 10,865,000	\$ 9,241,763	\$ 411,494	\$ 311,321
Total Town of Chino Valley Debt		\$ 22,715,000	\$ 20,871,763	\$ 531,494	\$ 845,835

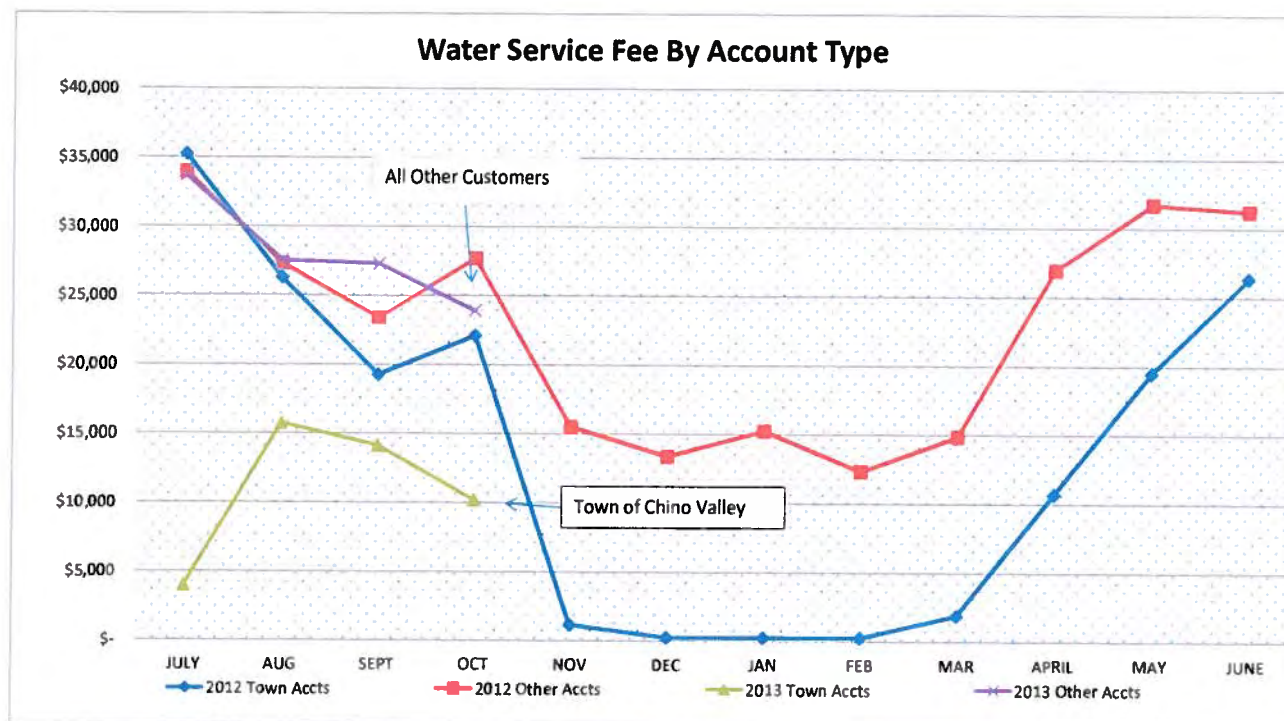
Town of Chino Valley Water Service Fee Analysis

For the first four months of fiscal year 2013 water service fee revenue decreased by \$58,840 compared to the prior fiscal year. An detailed analysis revealed that the reduction was due to a decrease in water used by the Town on the parks and ballfields and a faulty meter on the fields at Old Home Manor. The faulty meter recorded higher water usage in fiscal year 2012 resulting in at \$15,000 credit posted in July 2013, and an overall \$24,000 reduction in usage over the first four months. All other customers usages is even with last fiscal year. The budget shortfall will be made up with Water Buy In Fees this fiscal year.



This chart summarizes the 28% decrease in Water Service Fees

The chart below breaks out the monthly Water Service Fees paid by the Town of Chino Valley and all other customers. The Town of Chino Valley accounted for 37% of the Water Systems Revenue in fiscal year 2012. The Town of Chino Valley is the Water Utilities largest customer. Note that the reduction in water use by the Town so far this fiscal year and an increase in water usage by all other customers.



Note, the Water System Buy In Fees collected so far this fiscal year have offset the loss. However, the Town should carefully monitor this account for the rest of the fiscal year.

**Town of Chino Valley
Reserve Requirement Summary**

"The Town will maintain a fund stabilization reserve of 25% of General Government and Enterprise Funds operating expenditures for unforeseen emergencies or catastrophic impacts to the Town"

	Fund Balance @ 6/30/12	Fund Balance @ 6/30/13	Budgeted Expenditures FY 2013-14	25% of Budgeted Expenditures FY 2013-14 Required Reserve	Budgeted Fund Balance @ 6/30/14	Budgeted Reserve Overage/(Shortfall)
General Fund	\$ 2,613,608	\$ 3,100,744			\$ 2,862,411	
Less Interfund Loans	\$ 1,171,000	\$ 1,352,889			\$ 1,300,000	
Total Available Resources	<u>\$ 1,442,608</u>	<u>\$ 1,747,855</u>	\$ 7,402,230	\$ 1,850,558	<u>\$ 1,562,411</u>	\$ (288,147)
HURF Fund	\$ 747,378	\$ 923,452	\$ 1,019,550	\$ 254,888	\$ 569,773	\$ 314,886
Water Enterprise Fund	\$ 3,921,364	\$ 3,990,525			\$ 4,269,877	
Less Fixed Assets and Long Term Obligation	\$ 4,016,615	\$ 3,992,963			\$ 4,000,000	
Total Available Resourced	<u>\$ (95,251)</u>	<u>\$ (2,438)</u>	\$ 634,595	\$ 158,649	<u>\$ 269,877</u>	\$ 111,228
Sewer Enterprise Fund	\$ 9,997,690	\$ 8,988,351			\$ 9,390,052	
Less Fixed Assets and Long Term Obligation	\$ 8,653,666	\$ 8,222,544			\$ 8,500,000	
Total Available Resourced	<u>\$ 1,344,024</u>	<u>\$ 765,806</u>	\$ 1,683,365	\$ 420,841	<u>\$ 890,052</u>	\$ 469,211

The General Fund is not projected to have the required reserve at June 30, 2014 based on the adopted budget. The Town will update the projection during next years budget cycle and determine the amount to be budgeted next fiscal year. All other funds meet the minimum required reserve amounts.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. e.

Meeting Date: 12/10/2013

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

Department: Public Works

Item Type: Consent

Estimated length None

of staff presentation:

Physical location of item: Road 4 South across the northern line of Section 1, T 15 N, R 2 W

AGENDA ITEM TITLE:

Consideration and possible action to declare as public right-of-way Road 4 South from the terminus of the existing Road 4 South across the northern line of Section 1, Township 15 North, Range 2 West, also known as the Deep Well Ranch, to the eastern side of the Peavine Trail.

RECOMMENDED ACTION:

Approve the Declaration of Public Right-of-Way as presented for Road 4 South from the terminus of the existing Road 4 to the eastern side of the Peavine Trail.

SITUATION AND ANALYSIS:

This action is necessary to declare, as right-of-way, property recently acquired from Deep Well Ranches for the purpose of constructing a public road, as set forth in the Purchase Agreement.. The property acquired is now shown on the Yavapai County Assessor's Maps as Parcel Number 102-01-230H.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Declaration of Right-of-Way

Exhibit A - Right-of-Way

Exhibit A - Right-of-Way, orphaned parcels

Recorded at the request of
 When Recorded Return to:
 Town Clerk, Town of Chino Valley, AZ
 202 North State Route 89
 Chino Valley, AZ 86323

Exempt under A.R.S. § 11-1134(A)(2)

DECLARATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the Town of Chino Valley, Arizona, a municipal corporation of the State of Arizona, as owner of real property generally located along the section line between existing Road 4 South easterly to the Peavine Trail alignment in the Town of Chino Valley, more particularly described in Exhibit A, hereby declares and establishes a right-of-way for roadway and utility purposes in and upon said property, legally described in Exhibit A (the "Right-of-Way"), including the construction and maintenance of roads and utility facilities in the Right-of-Way and uses incidental to such purposes.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2013.

TOWN OF CHINO VALLEY

 By
 Its

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
 County of Yavapai)

On this ____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared _____ who executed and acknowledged the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 Notary public

My Commission Expires:

EXHIBIT A

LAND DESCRIPTION
MAY 20, 2013

PARCEL "A"

A PORTION OF SECTION 35, TOWNSHIP 16 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

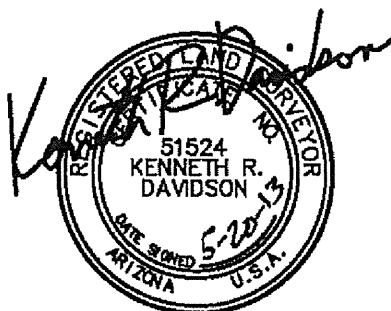
THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 35 SOUTH 89° 37' 04" WEST A DISTANCE OF 404.48' TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 89° 37' 04" WEST A DISTANCE OF 95.52 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO ARIZONA PUBLIC SERVICE COMPANY RECORDED IN BOOK 4857, PAGE 987 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID DEED TO ARIZONA PUBLIC SERVICE COMPANY NORTH 01° 57' 45 WEST A DISTANCE OF 31.29 FEET;

THENCE SOUTH 72° 24' 34" EAST A DISTANCE OF 101.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET, OR 0.034 ACRES, MORE OR LESS.



EXPIRES 09/30/2013

TOGETHER WITH:

PARCEL "B"

A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 1 AND THE EASTERLY LINE OF THE LAND DESCRIBED IN DEDICATION TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 4925, PAGE 34 OFFICIAL RECORDS OF SAID COUNTY SOUTH $01^{\circ} 57' 09''$ EAST A DISTANCE OF 50.04 FEET;

THENCE SOUTH $89^{\circ} 32' 25''$ EAST A DISTANCE OF 175.37 FEET TO A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 485.00;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE A DISTANCE OF 51.19 FEET THROUGH A DELTA ANGLE OF $06^{\circ} 02' 51''$;

THENCE SOUTH $77^{\circ} 45' 34''$ EAST A DISTANCE OF 225.29 FEET;

THENCE SOUTH $86^{\circ} 52' 06''$ EAST A DISTANCE OF 279.78 FEET;

THENCE NORTH $75^{\circ} 07' 55''$ EAST A DISTANCE OF 233.56 FEET;

THENCE SOUTH $89^{\circ} 32' 25''$ EAST A DISTANCE OF 937.87 FEET TO A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 975.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE A DISTANCE OF 97.19 FEET THROUGH A DELTA ANGLE OF $05^{\circ} 42' 41''$;

THENCE SOUTH $79^{\circ} 44' 19''$ EAST A DISTANCE OF 289.11 FEET;

THENCE NORTH $83^{\circ} 48' 15''$ EAST A DISTANCE OF 76.47 FEET;

THENCE SOUTH $74^{\circ} 50' 32''$ EAST A DISTANCE OF 254.45 FEET;

THENCE NORTH $89^{\circ} 07' 07''$ EAST A DISTANCE OF 36.60 FEET;

THENCE NORTH $60^{\circ} 31' 05''$ EAST A DISTANCE OF 74.78 FEET;

THENCE NORTH $90^{\circ} 00' 00''$ EAST A DISTANCE OF 226.14 FEET;

THENCE SOUTH 53° 50' 23" EAST A DISTANCE OF 53.65 FEET;

THENCE NORTH 89° 07' 07" EAST A DISTANCE OF 19.51 FEET;

THENCE NORTH 78° 54' 08" EAST A DISTANCE OF 414.71 FEET;

THENCE NORTH 86° 34' 18" EAST A DISTANCE OF 225.24 FEET TO A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 975.00 FEET;

THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE A DISTANCE OF 66.17 FEET THROUGH A DELTA ANGLE OF 03° 53' 18";

THENCE SOUTH 89° 32' 25" EAST A DISTANCE OF 1206.99 FEET TO THE WESTERLY RIGHT-OF-WAY (200 FEET WIDE) OF THE PEAVINE TRAIL AS SHOWN ON AT&SF RAILROAD RIGHT-OF-WAY AND TRACK MAP PROJECT 227-14543;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY NORTH 03° 41' 41" EAST A DISTANCE OF 50.08 FEET TO THE NORTHERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID NORTHERLY LINE NORTH 89° 32' 25" WEST A DISTANCE OF 1401.82 FEET;

THENCE SOUTH 83° 17' 18" WEST A DISTANCE OF 111.94 FEET;

THENCE SOUTH 88° 18' 22" WEST A DISTANCE OF 193.10 FEET;

THENCE NORTH 85° 23' 07" WEST A DISTANCE OF 174.92 FEET;

THENCE SOUTH 69° 14' 38" WEST A DISTANCE OF 99.96 FEET;

THENCE NORTH 75° 52' 50" WEST A DISTANCE OF 89.34 FEET;

THENCE SOUTH 77° 15' 36" WEST A DISTANCE OF 112.76 FEET;

THENCE NORTH 61° 41' 55" WEST A DISTANCE OF 105.74 FEET TO SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE NORTH 89° 32' 25" WEST A DISTANCE OF 34.07 FEET;

THENCE SOUTH 68° 35' 26" WEST A DISTANCE OF 58.39 FEET;

THENCE SOUTH 84° 21' 53" WEST A DISTANCE OF 120.68 FEET;

THENCE NORTH 84° 22' 33" WEST A DISTANCE OF 131.44 FEET;

THENCE NORTH 84° 29' 39" WEST A DISTANCE OF 258.45 FEET TO SAID
NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE NORTH 89° 32' 25" WEST A
DISTANCE OF 2033.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 332,616 SQUARE FEET, OR 7.636 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "C"

A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 2 WEST IN THE
TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1;

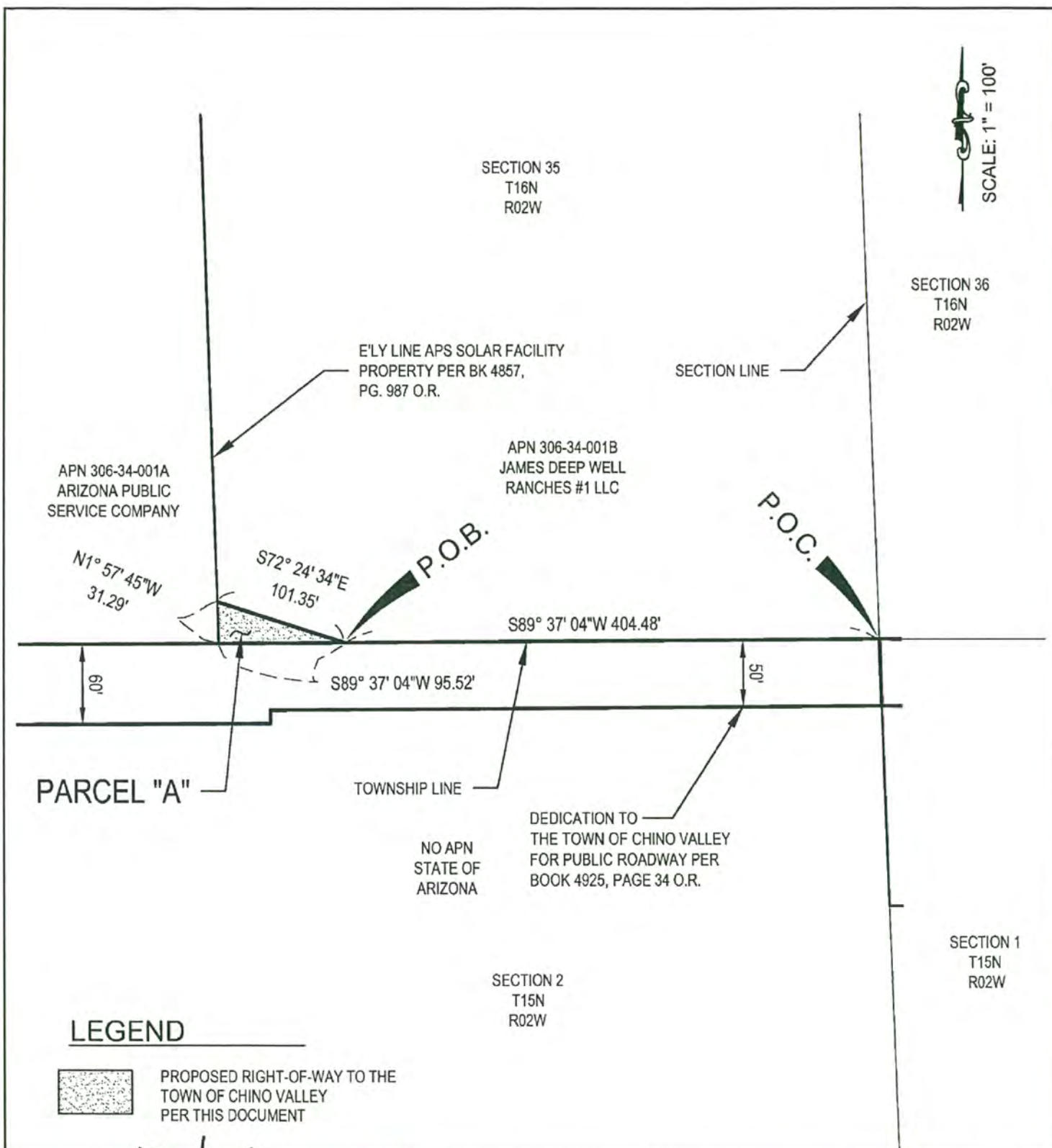
THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 1 NORTH 89° 32'
25" WEST A DISTANCE OF 198.54 FEET TO THE EASTERLY RIGHT-OF-WAY
(200 FEET WIDE) OF THE PEAVINE TRAIL AS SHOWN ON AT&SF RAILROAD
RIGHT-OF-WAY AND TRACK MAP PROJECT 227-14543;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 03° 41' 41" WEST A
DISTANCE OF 50.08 FEET;

THENCE SOUTH 89° 32' 25" EAST A DISTANCE OF 200.94 FEET TO THE
EASTERLY LINE OF SAID SECTION 1;

THENCE ALONG SAID EASTERLY LINE NORTH 00° 56' 46" EAST A DISTANCE
OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9987 SQUARE FEET, OR 0.229 ACRES, MORE OR LESS.



CIVILTEC
engineering inc.
Monrovia • Prescott • Phoenix

2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: R H S	DR: KR D	JOB # 2012720
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P: X:\2012\2012720 - Chino Valley Road Circle\Drawings\Maps\RW Legals\
D: DEEP WELL RANCH Legal3.dwg DA: May 20, 2013

SHEET 1 OF 1

SCALE: 1" = 100'

SECTION 36
T16N
R02W

SECTION LINE

NO APN
STATE OF
ARIZONA

TOWNSHIP LINE

P.O.B.

N89° 32' 25"W 2033.08'

S1° 57' 09"E 50.04'

S89° 32' 25"E 175.37'

APN 102-01-213L
JAMES DEEP WELL
RANCHES #1 LLC

S77° 45' 34"E 225.29'

$\Delta=6^{\circ}02'51''$
R=485.00'
L=51.19'

WIDTH VARIES

S86° 52' 06"E 279.78'

APN 102-01-213K
JAMES DEEP WELL
RANCHES #1 LLC

PARCEL "B"

SECTION 1
T15N
R02W

LEGEND



PROPOSED RIGHT-OF-WAY TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: R H S	DR: K R D	JOB # 2012720
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P: X:\2012\2012720 - Chino Valley Road Circle\Drawings\Maps\RW Legals\
D: DEEP WELL RANCH Legals.dwg DA: May 20, 2013

SHEET 2 OF 8



EXPIRES 09/30/2013



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Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com



SCALE: 1" = 100'

SECTION 36
T16N
R02W

SECTION LINE

NO APN
STATE OF
ARIZONA

TOWNSHIP LINE

N89° 32' 25"W 2033.08'

WIDTH VARIES

N75° 07' 55"E 233.56'

S89° 32' 25"E 937.87'

PARCEL "B"

APN 102-01-213K
JAMES DEEP WELL
RANCHES #1 LLC

SECTION 1
T15N
R02W

LEGEND



PROPOSED RIGHT-OF-WAY TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: R H S	DR: KR D	JOB # 2012720
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P: X:\2012\2012720 - Chino Valley Road Circle\Drawings\Maps\RW Legals\
D: DEEP WELL RANCH Legals.dwg DA: May 20, 2013

SHEET 3 OF 8



EXPIRES 09/30/2013



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Fax: 928.771.2377
Web: www.civiltec.com



SECTION 36
T16N
R02W

SECTION LINE

PARCEL "B"

NO APN
STATE OF
ARIZONA

TOWNSHIP LINE

N89° 32' 25"W 2033.08'

N84° 29' 39"W 258.45'

N84° 22' 33"W 131.44' S84° 21' 53"W 120.68'

S89° 32' 25"E 937.87'

$\Delta=5^{\circ}42'41''$
R=975.00'
L=97.19'

S79° 44' 19"E 289.11'

N83° 48' 15"E 76.47'

S74° 50' 32"E 254.45'

WIDTH VARIES

APN 102-01-213K
JAMES DEEP WELL
RANCHES #1 LLC

SECTION 1
T15N
R02W

LEGEND



PROPOSED RIGHT-OF-WAY TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: R H S	DR: KR D	JOB # 2012720
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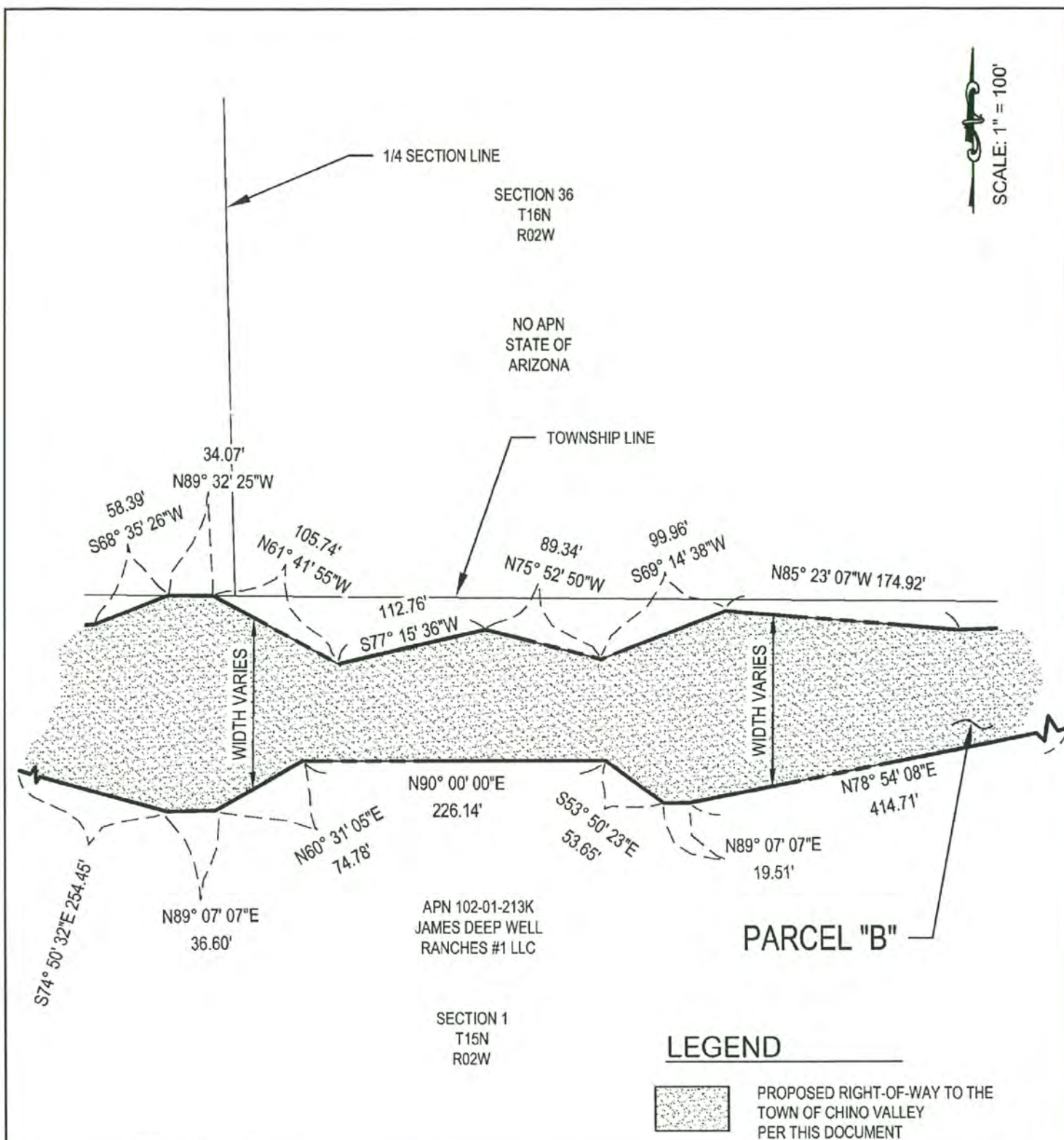
SHEET 4 OF 1



EXPIRES 09/30/2013



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EXPIRES 09/30/2013



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CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: R H S	DR: K R D	JOB # 2012720
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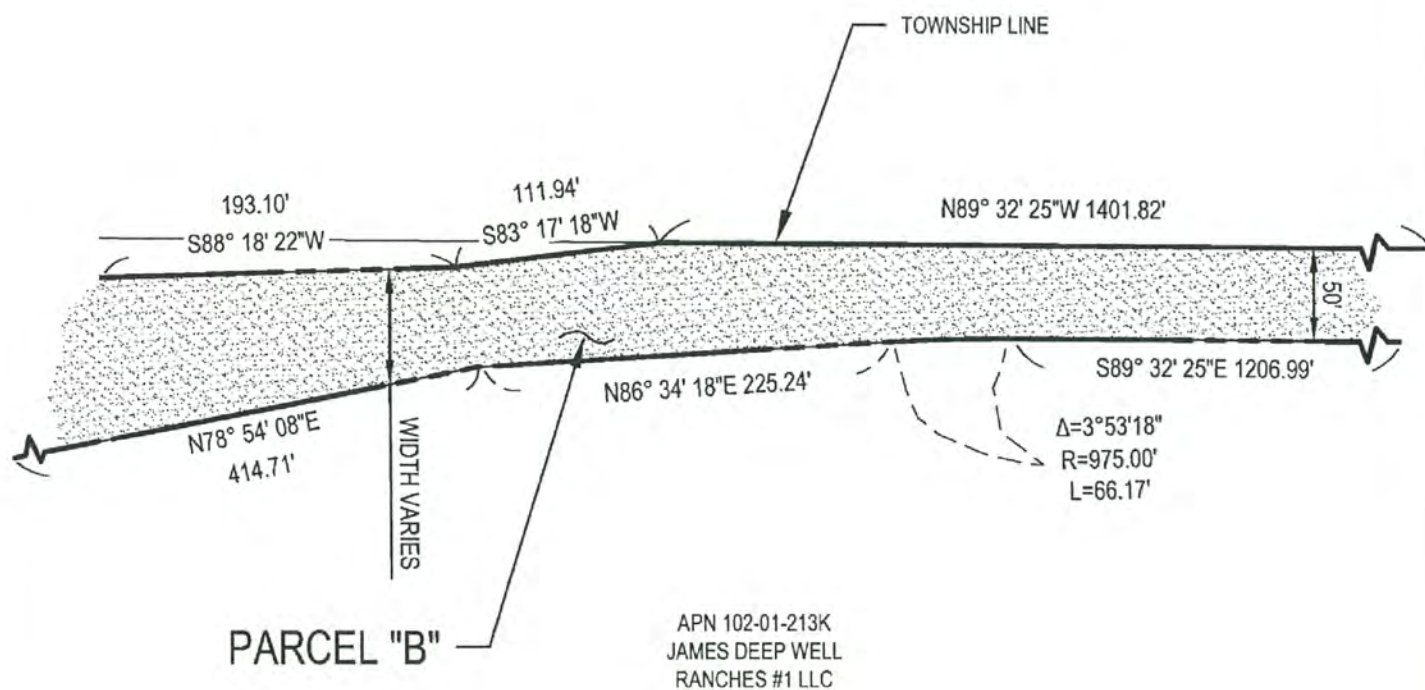
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D: DEEP WELL RANCH Legals.dwg DA: May 20, 2013

SHEET 5 OF 8

SECTION 36
T16N
R02W

SCALE: 1" = 100'

NO APN
STATE OF
ARIZONA



SECTION 1
T15N
R02W

LEGEND



PROPOSED RIGHT-OF-WAY TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D

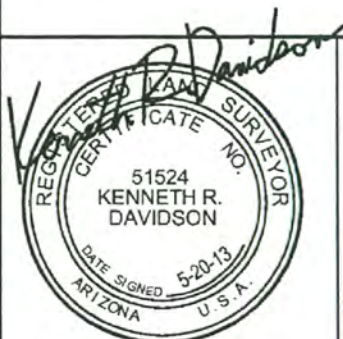
CH: R H S

DR: KR D

JOB # 2012720

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D: DEEP WELL RANCH Legals.dwg DA: May 20, 2013

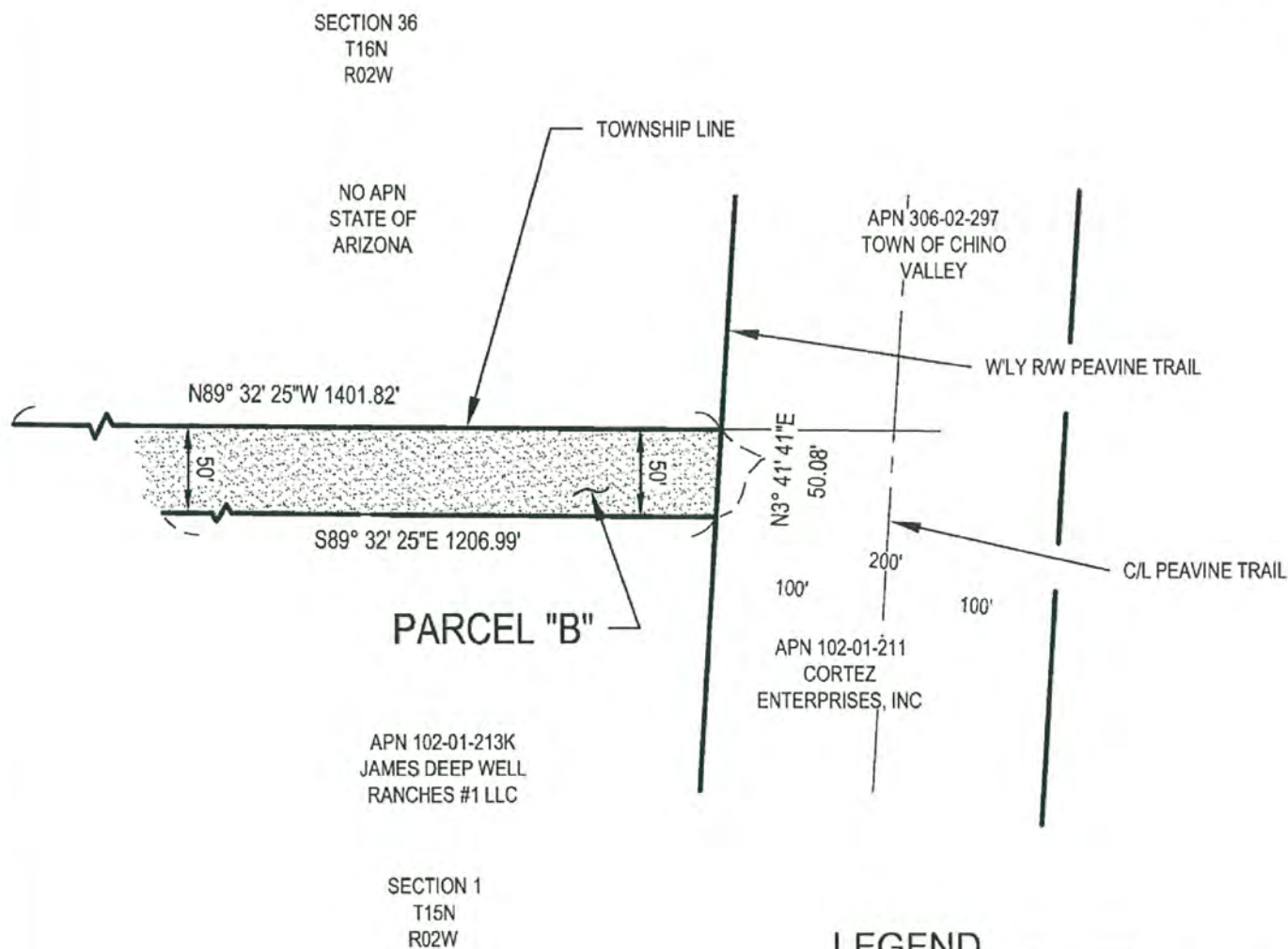
SHEET 6 OF 8



EXPIRES 09/30/2013



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Web: www.civiltec.com



LEGEND



PROPOSED RIGHT-OF-WAY TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KR D	CH: RHS	DR: KR D	JOB # 2012720
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P: X:\2012\2012720 - Chino Valley Road Circle\Drawings\Maps\RW Legals\
D: DEEP WELL RANCH Legal3.dwg DA: May 20, 2013

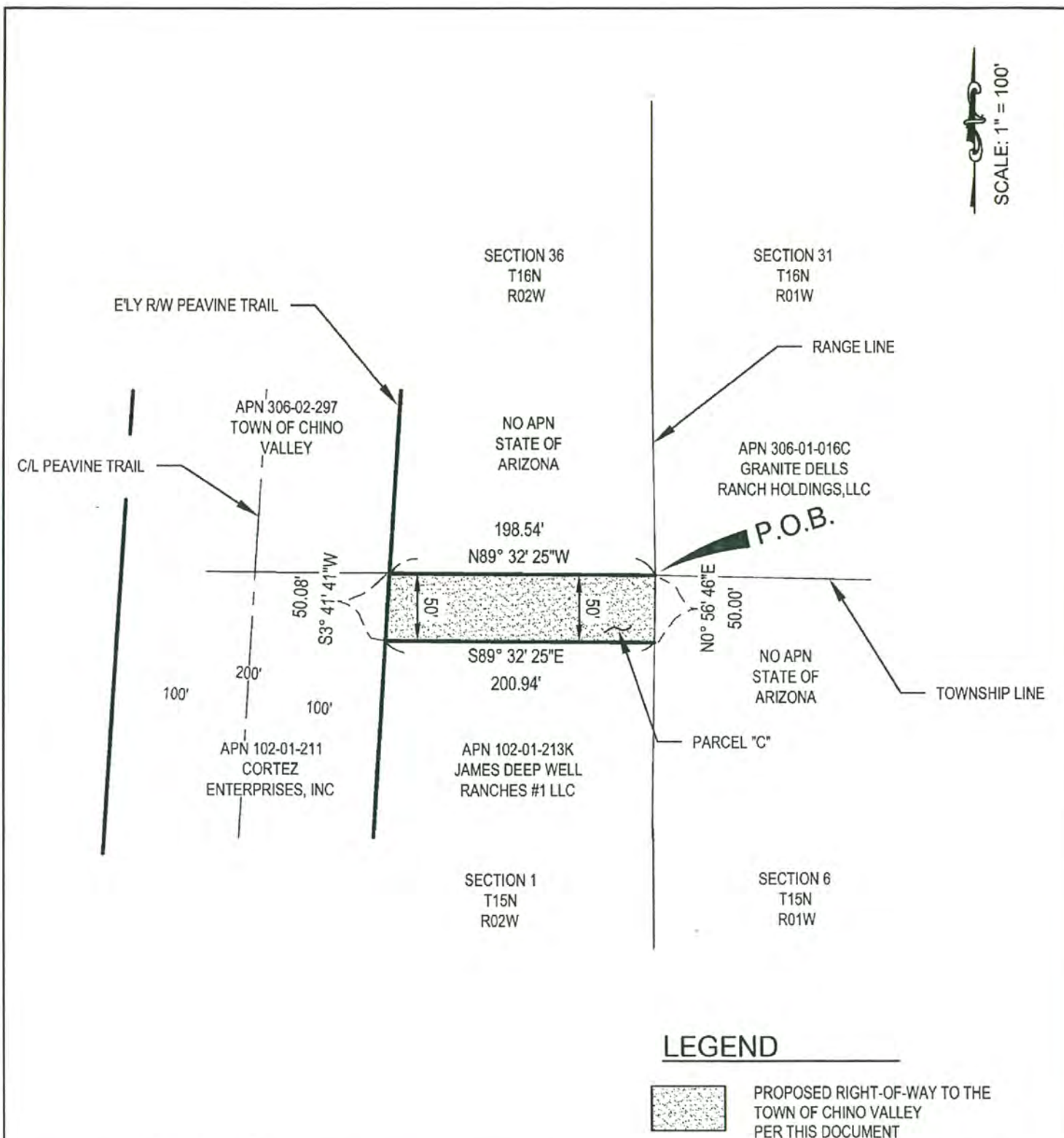
SHEET 7 OF 8



EXPIRES 09/30/2013



2050 N. Willow Ck. Rd
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EXPIRES 09/30/2013	CIVILTEC engineering inc. Monrovia • Prescott • Phoenix 2050 N. Willow Ck. Rd Prescott, AZ 86301 Phone: 928.771.2376 Fax: 928.771.2377 Web: www.civiltec.com	CHINO VALLEY, ARIZONA			
		EXHIBIT B			
		DE: KR D	CH: RHS	DR: KR D	JOB #
P: X:\2012\2012720 - Chino Valley Road Circle\Drawings\Maps\RW Legals\ D: DEEP WELL RANCH Legal3.dwg DA: May 20, 2013				SHEET	8 OF 8

EXHIBIT A

LAND DESCRIPTION
SEPTEMBER 10, 2013

PARCEL "A"

A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 1 SOUTH 89° 32' 25" EAST A DISTANCE OF 2033.08 FEET TO **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID SECTION 1 SOUTH 89° 32' 25" EAST A DISTANCE OF 562.55 FEET;

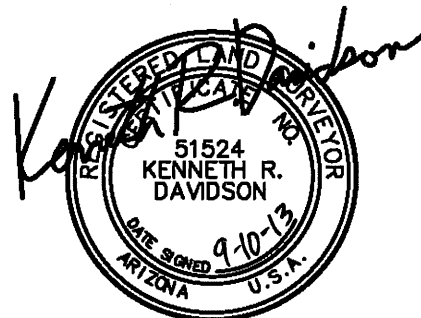
THENCE SOUTH 68° 35' 26" WEST A DISTANCE OF 58.39 FEET;

THENCE SOUTH 84° 21' 53" WEST A DISTANCE OF 120.68 FEET;

THENCE NORTH 84° 22' 33" WEST A DISTANCE OF 131.44 FEET;

THENCE NORTH 84° 29' 39" WEST A DISTANCE OF 258.45 FEET TO **THE TRUE POINT OF BEGINNING**.

CONTAINING 10,645 SQUARE FEET, OR 0.244 ACRES, MORE OR LESS.



EXPIRES 09/30/2013

TOGETHER WITH:

PARCEL "B"

A PORTION OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 2 WEST IN THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 1 SOUTH 89° 32' 25" EAST A DISTANCE OF 2629.70 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID SECTION 1 SOUTH 89° 32' 25" EAST A DISTANCE OF 861.77 FEET;

THENCE SOUTH 83° 17' 18" WEST A DISTANCE OF 111.94 FEET;

THENCE SOUTH 88° 18' 22" WEST A DISTANCE OF 193.10 FEET;

THENCE NORTH 85° 23' 07" WEST A DISTANCE OF 174.92 FEET;

THENCE SOUTH 69° 14' 38" WEST A DISTANCE OF 99.96 FEET;

THENCE NORTH 75° 52' 50" WEST A DISTANCE OF 89.34 FEET;

THENCE SOUTH 77° 15' 36" WEST A DISTANCE OF 112.76 FEET;

THENCE NORTH 61° 41' 55" WEST A DISTANCE OF 105.74 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18,539 SQUARE FEET, OR 0.426 ACRES, MORE OR LESS.



SECTION 36
T16N
R02W

NO APN
STATE OF
ARIZONA

PARCEL "A"

TOWNSHIP LINE

N89° 32' 25"W 2595.63'

N84° 29' 39"W 258.45'

131.44'
N84° 22' 33"W

120.68'
S84° 21' 53"W

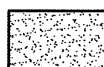
SECTION LINE

2033.08'

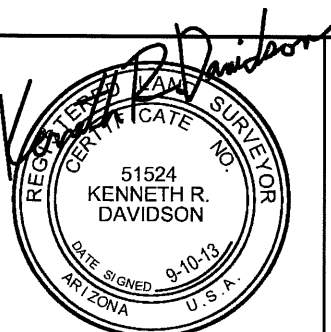
APN 102-01-213K
JAMES DEEP WELL
RANCHES #1 LLC

SECTION 1
T15N
R02W

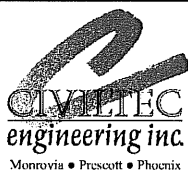
LEGEND



PROPOSED EASEMENT TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT



EXPIRES 09/30/2013



2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

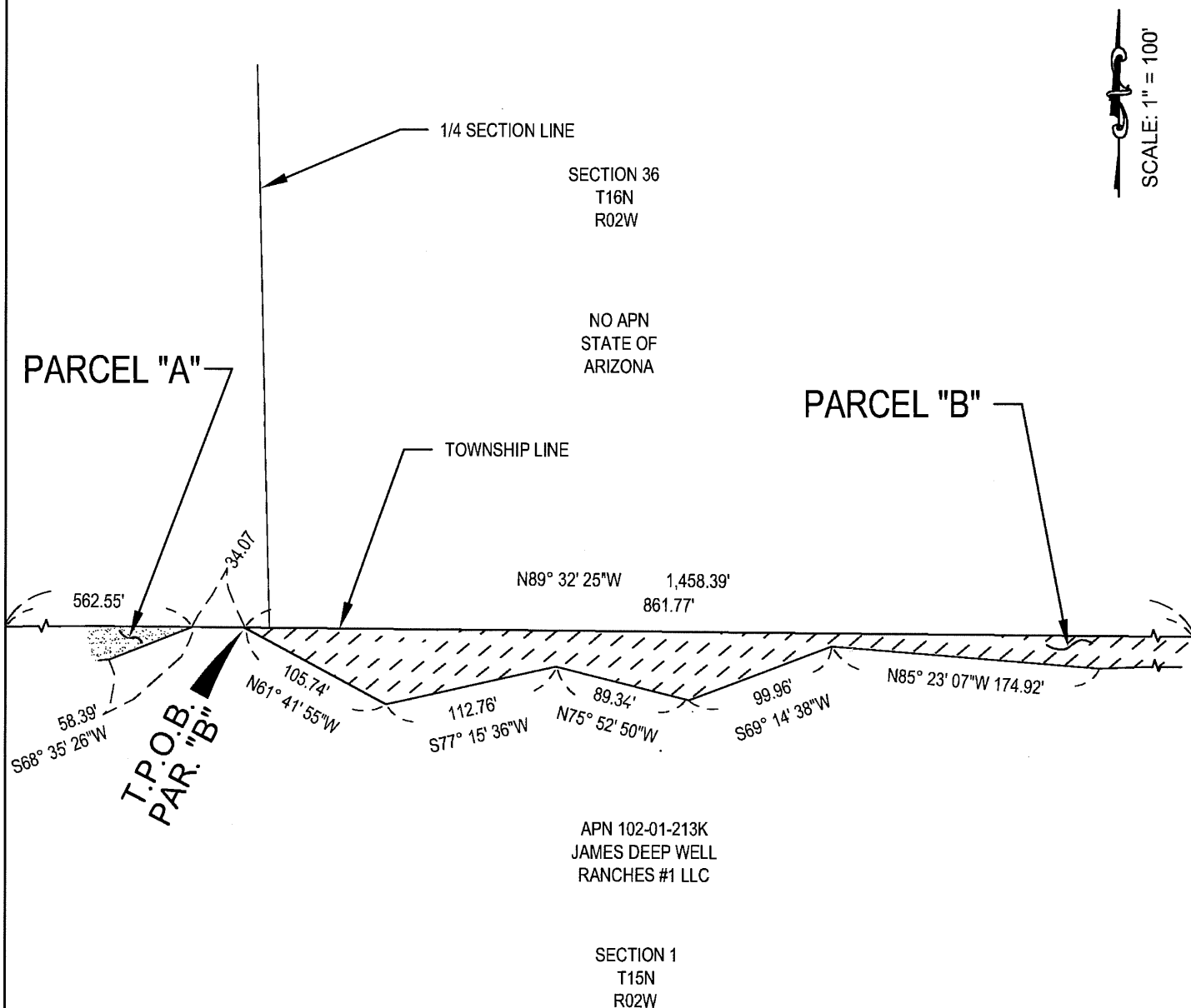
DE: KR D	CH: R H S	DR: K R D	JOB # 2012720
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P: X:\2012\2012720 - chino valley road circle

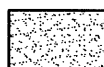
D: Deep Well Ranch Easement Strip DA: Sep 10, 2013

SHEET 1 OF 3

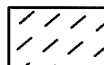
SCALE: 1" = 100'



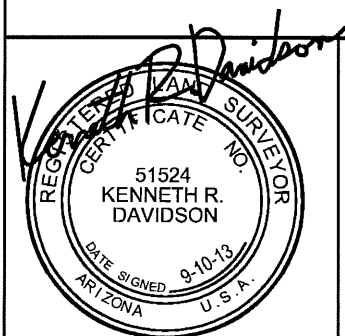
LEGEND



PROPOSED PARCEL 'A' EASEMENT TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT



PROPOSED PARCEL 'B' EASEMENT TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT



EXPIRES 09/30/2013



2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD	CH: RHS	DR: KRD	JOB # 2012720
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P: X:\2012\2012720 - chino valley road circle

D: Deep Well Ranch Easement Strip DA: Sep 10, 2013

SHEET 2 OF 3

SCALE: 1" = 100'

SECTION 36
T16N
R02WNO APN
STATE OF
ARIZONA

PARCEL "B"

TOWNSHIP LINE

N89° 32' 25"W

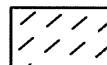
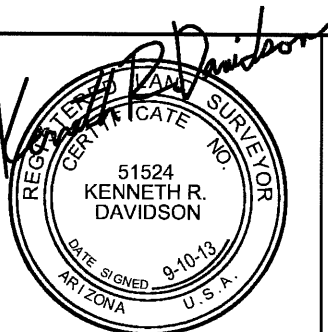
861.77'

193.10'

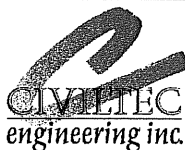
S88° 18' 22"W

111.94'

S83° 17' 18"W

APN 102-01-213K
JAMES DEEP WELL
RANCHES #1 LLCSECTION 1
T15N
R02WLEGENDPROPOSED PARCEL 'B' EASEMENT TO THE
TOWN OF CHINO VALLEY
PER THIS DOCUMENT

EXPIRES 09/30/2013



Monrovia • Prescott • Phoenix

2050 N. Willow Ck. Rd
Prescott, AZ 86301
Phone: 928.771.2376
Fax: 928.771.2377
Web: www.civiltec.com

CHINO VALLEY, ARIZONA

EXHIBIT B

DE: KRD CH: RHS DR: KRD JOB # 2012720

P: X:\2012\2012720 - chino valley road circle

D: Deep Well Ranch Easement Strip DA: Sep 10, 2013

SHEET 3 OF 3



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 6. f.

Meeting Date: 12/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: North Campus

AGENDA ITEM TITLE:

Consideration and possible action to approve Change Order Number 1 to contact with Hot AZ Hell Welding in the amount of \$7,470.96 for additional potholing required as part of the North Campus gas line replacement project.

RECOMMENDED ACTION:

Approve Change Order Number 1 to contact with Hot AZ Hell Welding in the amount of \$7,470.96 related to the North Campus gas line replacement project.

SITUATION AND ANALYSIS:

On August 13, 2013, the Town Council ratified the award of the gas line replacement at the north campus to Hot AZ Hell Welding and declared an emergency in order to expedite the construction. The necessity of the emergency clause was based on the short timeline for resolution of the leaking gas main as directed by the Corporation Commission.

The North Campus of the Town of Chino Valley consists of seven buildings and Memory Park. This area has been added to since the first Town Hall was constructed in the late 70's. Construction of water, sewer, gas, and computer networks has been extensive. Over these years of construction, adequate mapping of the improvements has been lacking. As such, contractor, Hot AZ Hell, encountered many conflicts that were unforeseen. Therefore, the contractor needed to perform extensive pot holing (actual unearthing of potential conflicts) well in advance of the actual construction. This change order compensates the contractor for these efforts.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

Available: \$7,470.36

Funding Source:

Funds to come from General Fund Contingencies.

Attachments

Invoice

Change Order

Additional potholing site map

Invoice

Hot Az Hell Welding

992 East Rd 4 North
Chino Valley, Az

Date	Invoice #
11/6/2013	14

E-mail
hotazhellwelding@hotmail.com

Phone #	Fax #
928-713-4749	928-443-9122

Bill To
Town of Chino Valley Gasline Installation Additional Potholing

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
28	Total of 28 additional potholes beyond the designated scope of work originally outlined in Estimate # 169, quoted as the following, " Any additional potholing of unmarked utilities, marked after 7-12-13 (the day of the final walk-thru for this quote) will be billed at a flat rate of \$250.00 per pothole).	250.00	7,000.00
	Subtotal		7,000.00
	Chino Valley Install	6.728%	470.96
Approved By: <u>[Signature]</u> Date: <u>11-12-13</u> Account No.: _____			
Total			\$7,470.96

114

Sherri Turner

From: Shawn Moreland <hotazhellwelding@hotmail.com>
Sent: Wednesday, November 6, 2013 8:33 AM
To: Sherri Turner
Subject: Final Invoices for Hot AZ Hell
Attachments: img032.jpg; img033.jpg; img034.jpg

Sherry,

Here are the final invoices for the gas line job. We have added the taxes onto invoice #7 in which we haven't been paid on yet and have also included an invoice for all the taxes for the invoices we have been a paid on. Then there is an invoice for potholing we had to do because of unmarked lines as per the contract however we are only billing for half of them. Please call Jackie when you receive these. 830-9848

Thank you,

***Shawn Moreland
Hot Az Hell Welding & Fabrication LLC
992 East Road 4 North
Chino Valley, Az
86323***

***928-713-4749 cell
928-443-9122 fax***

Project Name: Gas Line Repair – North Campus

Project No: 2013-3

Contract No:

CHANGE ORDER NO. 1
(Contractor)

PROJECT: Gas Line Replacement
 DATE: 11/6/2013
 OWNER: Town of Chino Valley
 PROJECT NO:
 CONTRACT NO:
 Contractor: Hot AZ Hell
 CONTRACT DATED: August 13, 2013

CHANGES: The Contract is changed as follows: (Insert brief description)

_28 Additional potholes necessary to determine utility conflicts.

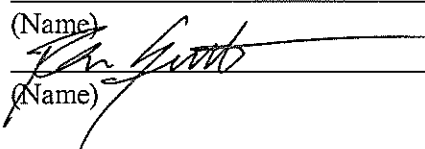
<u>COST/TIME:</u> Original Contract Sum:	\$ 93,630.00
Previously Authorized Change Orders:	\$ 0
Contract sum prior to this Change Order:	\$ 93,630.00
Change Order # Amount:	\$ 7,470.96
New Contract Amount:	\$ 101,100.96

Contract Time will be increased by: None

Substantial Completion as of this Change Order: Yes

Approved/Accepted by:

Contractor:

	(Name)	(Date)
Chino Valley:		11/26/2013
	(Name)	(Date)

Not valid until signed by Chino Valley. Signature of Contractor indicates acceptance, including Contract Sum and Contract Time.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.





TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **6. g.**

Meeting Date: 12/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: Road 4 South

AGENDA ITEM TITLE:

Consideration and possible action to approve the rental agreements with ECCO Equipment Corporation, for one CAT D-8R/T Bulldozer and one CAT 623 F/G Paddlewheel Scraper, and United Rentals, for one 12-Ton Bomag BW 213 Sheeps Foot, in an amount not to exceed \$109,000.00 and \$17,644.00, respectively, for construction of Road 4 South Phases 1 and 2.

RECOMMENDED ACTION:

Approve rental agreements with ECCO Equipment Corporation and United Rentals in an amount not to exceed \$109,000.00 and \$17,644.00 respectively, for construction of Road 4 South Phases 1 and 2.

SITUATION AND ANALYSIS:

At the last Council meeting in November 2013, the Council approved the use of ECCO and United Rental for the equipment to be used to construct Road 4 South Phases 1 and 2. Attached are the rental contracts developed by the Town's attorney.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 05-90-5518
Available: 126,644.00
Funding Source:

Funding to come from Road Impact Fees. Per the adopted budget project will be accounted for in the Capital Improvement Fund.

Phase 1 - 05-90-5518

Phase 2 - 05-90-5519

Attachments

Agreement, ECCO Equipment Corp.

Agreement, United Rentals

AGREEMENT
TO PROVIDE HEAVY EQUIPMENT RENTAL SERVICES PURSUANT TO A
COOPERATIVELY BID CONTRACT
Contract No. 2013-5

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and ECCO Equipment Corporation, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with Yavapai County to provide heavy equipment rental services, pursuant to Contract No. 1320203 (the Cooperative Purchasing Contract); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following equipment on a rental basis:

1 CAT D-8R/T Bulldozer (300-350 HP, EROPS)

1 CAT 623 F/G Paddlewheel Scraper (330 HP, 20-23 CY, EROPS)

as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to Yavapai County shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Reserved.

3. Payment. The Contract Fee is an amount not to exceed \$109,000.00. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement. All references to Yavapai County in the Cooperative Purchasing Contract shall, for purposes of this contract, mean Town of Chino Valley.

5. Contract Term and Renewal.

The term of this Contract shall commence upon approval and continue through October, 2014.

6. Certificates of Insurance.

All insurance provisions of the Cooperative Purchasing Contract shall apply. Town shall provide \$1,000,000 General Liability and Rented and Leased Equipment coverage – blanket of \$250,000.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2013.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of July, 2013, by and between the **YAVAPAI COUNTY**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the COUNTY, and **ECCO EQUIPMENT CORP.**, party of the second part, hereinafter designated the CONTRACTOR. This contract will be in effect August 1, 2013 to July 31, 2014.

WITNESSETH: That the Vendor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Vendor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary to **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; CONTRACT #1320203**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Vendor with his proposal, and the additional drawings or prints and other information furnished by the Vendor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Vendor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the COUNTY. Nothing herein shall act to establish privity of contract between the COUNTY and any subcontractor.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to COUNTY approval as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

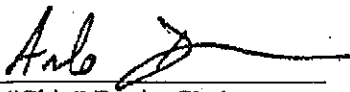
This contract is subject to cancellation pursuant to A.R.S. § 38-511.

In return for the performance of this contract by the Vendor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

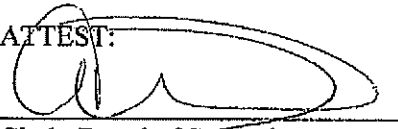
IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY

Party of the First Part

By: 
A.G. "Chip" Davis, Chairman
Yavapai County Board of Supervisors

ATTEST:


Clerk, Board of Supervisors

ECCO EQUIPMENT CORP.

Party of the Second Part

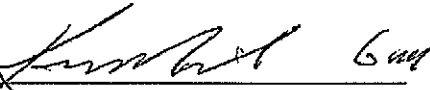
By: 
Signature/Title
1718 W. Broadway Road
Phoenix, AZ 85041
Phone: 602.276.2040
Fax: 602.276.1340

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: Road 4 South, Chino Valley AZ

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

PROPOSAL

Date 6-7-13

Honorable Board of Supervisors of
Yavapai County
Prescott, Arizona

Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned ECCO Equipment Corp. a corporation organized under the laws of the State of CA a partnership consisting of _____ or individual trading as _____ of the City of _____,

hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required for the **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; Contract #1320203**, in strict accordance with the specifications and to supply materials, equipment, services therein for the Owner, in a good and workmanlike substantial manner and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner or their properly authorized agents, as provided herein, at the unit price(s) including the state-sanctioned 1.5% pre-tax rental rate (aka heavy equipment surcharge or personal property tax fee), any environmental recovery fee, and all applicable taxes including but not limited to Arizona Vendors' Transaction Privilege Tax; Out of State Vendors' Use Tax:

PRICING: RENTAL OF NEW OR USED CONSTRUCTION EQUIPMENT in accordance with specifications:

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
AIR COMPRESSORS				
90 to 185 CFM, Towable MFR/MODEL:	\$	\$	\$	\$
8 CFM, Gas or Electric, Portable MFR/MODEL:	\$	\$	\$	\$
250 CFM MFR/MODEL:	\$	\$	\$	\$
375 CFM MFR/MODEL:	\$	\$	\$	\$
BACKHOES				
75-90 HP, 1-1½ CY Bucket, 4x4 MFR/MODEL:	\$	\$	\$	\$
90-108 HP, 1½ – 1½ CY Bucket, 4x4 MFR/MODEL:	\$	\$	\$	\$
108-135 HP, 1½-2 CY Bucket, 4x4 MFR/MODEL:	\$	\$	\$	\$
75-90 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL:	\$	\$	\$	\$
90-108 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL:	\$	\$	\$	\$
108-135 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL:	\$	\$	\$	\$
436 CAT or equal MFR/MODEL:	\$	\$	\$	\$
446 CAT or equal MFR/MODEL:	\$	\$	\$	\$
COMPACTORS				
Combination Roller, 4 Ton MFR/MODEL:	\$	\$	\$	\$
Pneumatic Rubber Tire, 100-120 HP, 9-Wheel MFR/MODEL:	\$	\$	\$	\$
Pneumatic Rubber Tire, 120-150HP, 7-Wheel MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width w/ Remote MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width, Non-remote MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 1½ Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 3-5 Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 4-6 Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 8-10 Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 12 Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 20 Ton MFR/MODEL: CAT 815 F	\$ 590.22	\$ 2,360.88	\$ 7,082.64	\$ 131.16 / hr
Steel Roller, Double Drum, 33", Non-remote MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 3-5 Tons MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 4-6 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 5-8 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 8-10 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 12 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 20 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 1½ Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 3-5 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 4-6 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 8-10 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 12 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 20 Ton MFR/MODEL:	\$	\$	\$	\$
Tamper – Plate MFR/MODEL:	\$	\$	\$	\$
Tamper – Upright MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	HOURLY RATE
CONCRETE				
Concrete Saw, Walk-behind, 14" Blade MFR/MODEL:	\$	\$	\$	\$
Concrete Saw, Self-propelled, 14" Blade MFR/MODEL:	\$	\$	\$	\$
Concrete Mixer, Gas Operated MFR/MODEL:	\$	\$	\$	\$
CRANES				
15 Ton, Rough Terrain MFR/MODEL:	\$	\$	\$	\$
8 Ton, Truck Mounted MFR/MODEL:	\$	\$	\$	\$
12 Ton, Truck Mounted MFR/MODEL:	\$	\$	\$	\$
15 Ton, Truck Mounted MFR/MODEL:	\$	\$	\$	\$
23 Ton, Truck Mounted MFR/MODEL:	\$	\$	\$	\$
2-Man Work Basket MFR/MODEL:	\$	\$	\$	\$
CRUSHERS				
150 HP, 24" Crushing Capacity SET-UP FEE: HOURLY WEAR FEE:	\$	\$	\$	\$
180 HP, 36" Crushing Capacity SET-UP FEE: HOURLY WEAR FEE:	\$	\$	\$	\$
DOZERS				
70-80 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
80-90 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
90-100 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
100-125 HP, EROPS MFR/MODEL: CAT D5M XL	\$ 442.67	\$ 1,770.66	\$ 5,311.98	\$ 131.16 / hr
125-150 HP, EROPS MFR/MODEL: CAT D6M XL	\$ 541.04	\$ 2,164.14	\$ 6,492.42	\$ 131.16 / hr
150-200 HP, EROPS MFR/MODEL: CAT D6T XL	\$ 614.81	\$ 2,459.25	\$ 7,377.75	\$ 131.16 / hr
200-250 HP, EROPS MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
300-350 HP, EROPS MFR/MODEL: CAT 320 R/T	\$ 1,137.85	\$ 4,643.39	\$ 13,870.17	\$ 153.02 / hr
EXCAVATORS				
10-20 HP MFR/MODEL:	\$	\$	\$	\$
20-30 HP MFR/MODEL:	\$	\$	\$	\$
30-40 HP MFR/MODEL:	\$	\$	\$	\$
50-60 HP MFR/MODEL:	\$	\$	\$	\$
80-90 HP MFR/MODEL:	\$	\$	\$	\$
90-100 HP MFR/MODEL:	\$	\$	\$	\$
100-130 HP MFR/MODEL:	\$	\$	\$	\$
130-140 HP MFR/MODEL: CAT 320 D	\$ 467.28	\$ 1,869.03	\$ 5,607.09	\$ 131.16 / hr
140-150 HP MFR/MODEL:	\$	\$	\$	\$
150-160 HP MFR/MODEL:	\$	\$	\$	\$
160-170 HP MFR/MODEL:	\$	\$	\$	\$
170-180 HP MFR/MODEL:	\$	\$	\$	\$
80-90 HP w/ Hydraulic Hammer MFR/MODEL:	\$	\$	\$	\$
120-140 HP w/ Hydraulic Hammer 375 MFR/MODEL: CAT 320 CL / 4500	\$ 1,123.06	\$ 4,492.23	\$ 13,476.69	\$ 131.14 / hr
280-300 HP w/ Hydraulic Hammer MFR/MODEL:	\$	\$	\$	\$
FORKLIFTS				
Warehouse to 13', 3000 lb MFR/MODEL:	\$	\$	\$	\$
Warehouse to 13', 5000 lb MFR/MODEL:	\$	\$	\$	\$
Reach-Out Fork, 5000 lb MFR/MODEL:	\$	\$	\$	\$
Reach-Out Fork, 6000 lb MFR/MODEL:	\$	\$	\$	\$
Reach-Out Fork, 8000 lb MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Reach-Out Fork, 10000 lb MFR/MODEL:	\$	\$	\$	\$
GENERATORS				
10 KW, Diesel, Towable MFR/MODEL:	\$	\$	\$	\$
15 KW, Diesel, Towable MFR/MODEL:	\$	\$	\$	\$
25 KW, Diesel, Towable MFR/MODEL:	\$	\$	\$	\$
3500 KW, Wheel Kit FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
5000 KW, Wheel Kit FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
6000 KW, Wheel Kit FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
20000 KW, Towable FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
30000 KW, Towable FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
60000 KW, Towable FUEL TYPE: MFR/MODEL:	\$	\$	\$	\$
GRADERS				
150-180 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
180-200 HP, EROPS CAT 140H MFR/MODEL: JQ 7700	\$ 491.85	\$ 1,967.40	\$ 5,902.20	\$ 120.23 / hr
200-300 HP, EROPS MFR/MODEL: CAT 14H	\$ 688.59	\$ 2,754.36	\$ 8,263.08	\$ 131.16 / hr
LIGHTING				
4000 Watt 30' Towers MFR/MODEL:	\$	\$	\$	\$
LOADERS - GANON				
70-90 HP, 4x4 MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	TELEMETRY RATE
LOADERS - TRACK				
140-160 HP, 2-3 CY Bucket MFR/MODEL:	\$	\$	\$	\$
160-200 HP, 3-3½ CY Bucket MFR/MODEL:	\$	\$	\$	\$
200-300 HP, 3½-4½ CY Bucket MFR/MODEL:	\$	\$	\$	\$
LOADERS - WHEEL				
100-130 HP, 2-2½ CY Bucket MFR/MODEL:	\$	\$	\$	\$
130-150 HP, 2½-3 CY Bucket MFR/MODEL:	\$	\$	\$	\$
150-200 HP, 3-4 CY Bucket MFR/MODEL:	\$	\$	\$	\$
200-250 HP, 4-4½ CY Bucket MFR/MODEL: CAT 950 14	\$ 491.85	\$ 1,967.40	\$ 5,902.20	\$ 131.16 / hr.
250-300 HP, 4½-5 CY Bucket MFR/MODEL: CAT 966 6/14	\$ 614.81	\$ 2,459.25	\$ 7,377.75	\$ 131.16 / hr.
MAN LIFTS (SCISSOR LIFTS)				
34' Articulating Boom MFR/MODEL:	\$	\$	\$	\$
44' Articulating Boom MFR/MODEL:	\$	\$	\$	\$
60' Articulating Boom MFR/MODEL:	\$	\$	\$	\$
11' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
15' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
20' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
25' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
26' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
40' Straight Mast MFR/MODEL:	\$	\$	\$	\$
60' Straight Mast MFR/MODEL:	\$	\$	\$	\$
80' Straight Mast MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DAILY RATE
PUGMILL				
Pugmill MFR/MODEL:	\$	\$	\$	\$
PUMPS				
Hydrostatic Test, PSI 1500 MFR/MODEL:	\$	\$	\$	\$
Hydrostatic Test, PSI 3000 MFR/MODEL:	\$	\$	\$	\$
2" Trash, w/ 100' Discharge Hose MFR/MODEL:	\$	\$	\$	\$
3" Trash, w/ 100' Discharge Hose MFR/MODEL:	\$	\$	\$	\$
4" Trash, w/ 100' Discharge Hose MFR/MODEL:	\$	\$	\$	\$
6" Trash, w/ 100' Discharge Hose MFR/MODEL:	\$	\$	\$	\$
SCRAPERS				
150 HP, 11-13 CY, EROPS MFR/MODEL: CAT 613 CII	\$ 565.63	\$ 2,242.51	\$ 6,787.53	\$ 120.23 / hr
250 HP, 15-17 CY, EROPS MFR/MODEL:	\$	\$	\$	\$
330 HP, 20-23 CY, EROPS MFR/MODEL: CAT 623 F/G	\$ 1,106.66	\$ 4,426.65	\$ 13,279.95	\$ 153.02 / hr
SKID STEERS				
40-50 HP MFR/MODEL:	\$	\$	\$	\$
50-60 HP MFR/MODEL:	\$	\$	\$	\$
60-70 HP MFR/MODEL:	\$	\$	\$	\$
70-80 HP MFR/MODEL:	\$	\$	\$	\$
80-90 HP MFR/MODEL:	\$	\$	\$	\$
SKID STEERS - ATTACHMENTS				
Auger MFR/MODEL:	\$	\$	\$	\$
Brush Grapples MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DEVELOPMENT RATE
Cold Planer MFR/MODEL:	\$	\$	\$	\$
Shear MFR/MODEL:	\$	\$	\$	\$
SKID STEERS - TRACK				
50-75 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
75-100 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
SWEEPERS				
Broom, Self-propelled, Open MFR/MODEL:	\$	\$	\$	\$
Broom, Self-propelled, Enclosed, AC MFR/MODEL:	\$	\$	\$	\$
Street, Minimum 5 CY Hopper Capacity, Minimum 92" Sweeping Width MFR/MODEL:	\$	\$	\$	\$
TRENCHERS				
Ride-On, 32" Depth MFR/MODEL:	\$	\$	\$	\$
Ride-On, 48" Depth MFR/MODEL:	\$	\$	\$	\$
Walk-Behind, 4"W x 24"D MFR/MODEL:	\$	\$	\$	\$
TRUCKS - ASPHALT DISTRIBUTOR				
1500 Gallon MFR/MODEL:	\$	\$	\$	\$
3000 Gallon MFR/MODEL:	\$	\$	\$	\$
TRUCKS - DUMP				
5 CY Bobtail MFR/MODEL:	\$	\$	\$	\$
10 CY, 10-Wheel MFR/MODEL:	\$	\$	\$	\$
WATER - HAULING/STORAGE, ETC.				
Klein Tower, 12000 GAL MFR/MODEL: Klein 12000	\$ 122.96	\$ 491.85	\$ 1,475.55	\$ 120.23 / hr
Pull, 5000 GAL, 150 HP, EROPS MFR/MODEL: CAT 613 WW	\$ 576.44	\$ 2,065.77	\$ 6,197.31	\$ 120.23 / hr

EQUIPMENT	DAILY	WEEKLY	MONTHLY	QUARTERLY
Pull, 8000 GAL, 330 HP, EROPS MFR/MODEL: CAT 621/623 w/w	\$ 811.55	\$ 3,246.21	\$ 9,738.63	\$ 153.02/hr
Truck w/ Front/Rear/Side Discharge, 2000 GAL Capacity and Siphon Capabilities MFR/MODEL:	\$	\$	\$	\$
Truck w/ Front/Rear/Side Discharge, 4000 GAL Capacity and Siphon Capabilities MFR/MODEL:	\$	\$	\$	\$
Wagon, 500 GAL, w/ Pump and Hose MFR/MODEL:	\$	\$	\$	\$

ALL UNIT PRICES SHALL INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APPLICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX that each individual rental company pays according to their locale. The county will not pay increased prices due to any new or local tax increases or fees for the duration of the Contract.

Vendor Locations: (use additional page if necessary)

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Board of Supervisors of Yavapai County, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is *not* the low bidder.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of the County of Yavapai, Arizona.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License No. _____ and Classification _____.

Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

*By signing below the bidder certifies that submission of this bid did not involve collusion or other anti-competitive practices and that s/he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that s/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit binding offers for the goods or services as specified.

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

Respectfully submitted,

ECCO Equipment Corp
(Company Name)

By: [Signature], GM.
(Signature/Official Title) KEN MILES, GM

1718 W. Broadway Rd
Address

Phoenix, AZ 85041
City/State/Zip Code

602-276-2040 602-276-1340
Telephone/Fax Numbers

ATTEST:

Witness:
If Vendor is an Individual

SUBCONTRACTING CERTIFICATION

At the time of the submission of bids for the **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; Contract #1320203**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that known subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. Any amendments to this list shall be made known to the County prior to the award of this contract.

☒ It is not my intention to subcontract a portion of the work.

☐ It is my intention to subcontract a portion of the work. At this time, known subcontractors are as follows:

- (1) _____

- (2) _____

- (3) _____

ECCO Equipment Corp
 Name of Firm

[Signature] G.M.
 By: (Signature/Title) Ken Miles, G.M.

6-7-13
 Date

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Equipment to be delivered to Road 4 South approximately one mile east of SR89. Contractor shall promptly service/repair any equipment that is not running due to mechanical or other failure.

It is anticipated that equipment will be needed by January 6, 2014.

Contractor shall furnish telephone numbers of service personnel to contact in case of equipment failure.

Contractor shall furnish Town essential information on the equipment.

Town will furnish key Town personnel names and contact information.

Contractor shall furnish Town information on any field service that Town will be responsible for.

The equipment delivered shall be in good condition and ready for work.

If equipment is down due to mechanical failure or other reasons beyond the control of the Town the Contractor and Town shall negotiate a reduction in the Monthly or Weekly rate.

AGREEMENT
TO PROVIDE HEAVY EQUIPMENT RENTAL SERVICES PURSUANT TO A
COOPERATIVELY BID CONTRACT
Contract No. 2013-6

This Agreement is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and United Rentals, an Arizona corporation hereinafter designated as the "Contractor."

Recitals:

A. Contractor has contracted with Yavapai County to provide heavy equipment rental services, pursuant to Contract No. 1320203 (the Cooperative Purchasing Contract); and

B. Pursuant to A.R.S. § 41-2631 et seq. and the Chino Valley Code of Ordinances, § 32.08, Town has authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following equipment on a rental basis:
1 - 12 Ton Bomag BW 213 Sheeps Foot

as described in the Cooperative Purchasing Contract documents attached hereto as **Exhibit A**, which are incorporated herein by reference. As used in this Contract, all references to Yavapai County shall mean the Town of Chino Valley, Arizona.

1.2 Contractor shall comply with all specific requirements and/or options of Town, as specified in **Exhibit B** attached hereto and incorporated herein by reference.

2. Reserved.

3. Payment. The Contract Fee is an amount not to exceed \$17,644.00. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement. All references to Yavapai County in the Cooperative Purchasing Contract shall, for purposes of this contract, mean Town of Chino Valley.

5. Contract Term and Renewal.

The term of this Contract shall commence upon approval and continue through October, 2014.

6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply. Town shall provide \$1,000,000 General Liability and Rented and Leased Equipment coverage – blanket of \$250,000.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2013.

TOWN OF CHINO VALLEY:

CONTRACTOR:

By: _____
Chris Marley, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

EXHIBIT A
CONTRACT OF OTHER GOVERNMENTAL ENTITY

CONTRACT

THIS AGREEMENT, made and entered into this **15th** day of **July, 2013**, by and between the **YAVAPAI COUNTY**, State of Arizona, acting by and through its Board of Supervisors, party of the first part, hereinafter designated the **COUNTY**, and **UNITED RENTALS.**, party of the second part, hereinafter designated the **CONTRACTOR**. This contract will be in effect August 1, 2013 to July 31, 2014.

WITNESSETH: That the Vendor by these presents does covenant, contract and agree with the County, for and in consideration for the payments made as provided for in the Specification and in the Proposal, to the Vendor by the County, and under the penalty expressed in the bonds hereto attached, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary to **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; CONTRACT #1320203**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The specifications and drawings furnished by the Vendor with his proposal, and the additional drawings or prints and other information furnished by the Vendor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Yavapai County Engineer, Prescott, Arizona, for the said County of Yavapai are intended to be complimentary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all.

The "Project Provisions and Specifications", "Subcontracting Certification", "Proposal", "Plans" and "Addenda" thereto, if any, are by this reference made a part of this contract to the same extent as if set forth herein in full.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Engineer of the County of Yavapai, or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Vendor. Payment may be withheld on account of defective work not remedied. All claims or disputes arising out of this contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

CONTRACTOR agrees and warrants that COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. CONTRACTOR agrees that any act by the CONTRACTOR or subcontractor that result in the impediment or denial of access of the books and records of CONTRACTORS or subcontractor shall be a material breach of the Contract on the part of the CONTRACTOR.

Nothing herein shall make CONTRACTOR or subcontractor an agent or employee of the COUNTY. Nothing herein shall act to establish privity of contract between the COUNTY and any subcontractor.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to COUNTY approval as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR.

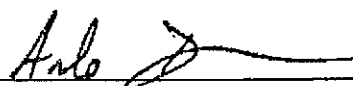
This contract is subject to cancellation pursuant to A.R.S. § 38-511.

In return for the performance of this contract by the Vendor, the County agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the date and year first herein written.

YAVAPAI COUNTY

Party of the First Part

By: 

A.G. "Chip" Davis, Chairman

Yavapai County Board of Supervisors

ATTEST:


Clerk, Board of Supervisors

UNITED RENTALS

Party of the Second Part

By: 

Signature/Title

WILLIAM WODRICH SALES REP.

2210 W. Williams Dr.

Phoenix, AZ 85027

Phone: 928.533.9533

Fax: 623.869.6721

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Town Manager
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323-0406

Delivery Location: Road 4 South, Chino Valley AZ

Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

PROPOSAL

Date 6/8/13

Honorable Board of Supervisors of
Yavapai County
Prescott, Arizona

Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned UNITED RENTALS a corporation organized under the laws of the State of ~~CONNECTICUT~~ a partnership consisting of _____ or individual trading as _____ of the City of _____,

hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required for the **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; Contract #1320203**, in strict accordance with the specifications and to supply materials, equipment, services therein for the Owner, in a good and workmanlike substantial manner and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner or their properly authorized agents, as provided herein, at the unit price(s) including the state-sanctioned 1.5% pre-tax rental rate (aka heavy equipment surcharge or personal property tax fee), any environmental recovery fee, and all applicable taxes including but not limited to Arizona Vendors' Transaction Privilege Tax; Out of State Vendors' Use Tax;

PRICING: RENTAL OF NEW OR USED CONSTRUCTION EQUIPMENT in accordance with specifications:

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
AIR COMPRESSORS				
90 to 185 CFM, Towable MFR/MODEL: <i>SULLAIR 185 DPO</i>	\$ 111	\$ 272	\$ 588	\$ 105
8 CFM, Gas or Electric, Portable MFR/MODEL: <i>M2-T-M AM1</i>	\$ 62	\$ 216	\$ 483	\$ 105
250 CFM MFR/MODEL: <i>SAHRA 375</i>	\$ 235	\$ 580	\$ 1359	\$ 105
375 CFM MFR/MODEL: <i>SULLAIR 375 DPO</i>	\$ 235	\$ 580	\$ 1359	\$ 105
BACKHOES				
75-90 HP, 1-1/4 CY Bucket, 4x4 MFR/MODEL: <i>JOHN DEERE 310S</i>	\$ 333	\$ 833	\$ 2072	\$ 165
90-108 HP, 1 1/2 - 1 1/2 CY Bucket, 4x4 MFR/MODEL:	\$	\$	\$	\$
108-135 HP, 1 1/2 CY Bucket, 4x4 MFR/MODEL: <i>JOHN DEERE 710S</i>	\$ 350	\$ 1161	\$ 2556	\$ 165
75-90 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL: <i>KENT KF9</i>	\$ 584	\$ 1593	\$ 3807	\$ 165
90-108 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL:	\$	\$	\$	\$
108-135 HP w/ Hydraulic Hammer, 4x4 MFR/MODEL: <i>KENT KF9</i>	\$ 601	\$ 1919	\$ 4442	\$ 165
436 CAT or equal MFR/MODEL:	\$	\$	\$	\$
446 CAT or equal MFR/MODEL:	\$	\$	\$	\$
COMPACTORS				
Combination Roller, 4 Ton MFR/MODEL:	\$	\$	\$	\$
Pneumatic Rubber Tire, 100-120 HP, 9-Wheel MFR/MODEL:	\$	\$	\$	\$
Pneumatic Rubber Tire, 120-150HP, 7-Wheel MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width w/ Remote MFR/MODEL: <i>BOMAG BMP 8500</i>	\$ 272	\$ 715	\$ 1609	\$ 165

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Sheepsfoot (padfoot), Compact, up to 36" Maximum Width, Non-remote MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 1½ Ton MFR/MODEL:	\$	\$	\$	\$
Sheepsfoot (padfoot), 3-5 Ton MFR/MODEL: BOMAG BW 145 D3	\$ 475	\$ 1178	\$ 2939	\$ 165
Sheepsfoot (padfoot), 4-6 Ton MFR/MODEL: BOMAG BW 145 D3	\$ 475	\$ 1178	\$ 2939	\$ 165
Sheepsfoot (padfoot), 8-10 Ton MFR/MODEL: BOMAG BW 145 D3	\$ 475	\$ 1178	\$ 2939	\$ 165
Sheepsfoot (padfoot), 12 Ton MFR/MODEL: BOMAG BW 213	\$ 545	\$ 1724	\$ 4411	\$ 165
Sheepsfoot (padfoot), 20 Ton MFR/MODEL: BOMAG BW 213	\$ 545	\$ 1724	\$ 4411	\$ 165
Steel Roller, Double Drum, 33", Non-remote MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 3-5 Tons MFR/MODEL: BOMAG BW 120	\$ 220	\$ 758	\$ 1455	\$ 165
Steel Roller, Double Drum, 4-6 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 5-8 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 8-10 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 12 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Double Drum, 20 Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 1½ Ton MFR/MODEL:	\$	\$	\$	\$
Steel Roller, Single Drum, 3-5 Ton MFR/MODEL: BOMAG BW 145 D	\$ 416	\$ 1437	\$ 2664	\$ 165
Steel Roller, Single Drum, 4-6 Ton MFR/MODEL: BOMAG BW 145 D	\$ 416	\$ 1437	\$ 2664	\$ 165
Steel Roller, Single Drum, 8-10 Ton MFR/MODEL: BOMAG BW 145 D	\$ 416	\$ 1437	\$ 2664	\$ 165
Steel Roller, Single Drum, 12 Ton MFR/MODEL: BOMAG BW 213	\$ 440	\$ 1450	\$ 3656	\$ 165
Steel Roller, Single Drum, 20 Ton MFR/MODEL: BOMAG BW 213	\$ 440	\$ 1450	\$ 3656	\$ 165
Tamper - Plate MFR/MODEL: MULTIQUEP MUC8800H	\$ 87	\$ 222	\$ 422	\$ 105
Tamper - Upright MFR/MODEL: MULTIQUEP MTX 70	\$ 87	\$ 222	\$ 422	\$ 105

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
CONCRETE				
Concrete Saw, Walk-behind, 14" Blade MFR/MODEL: <i>NORTON C1318P</i>	\$ 110	\$ 284	\$ 702	\$ 105
Concrete Saw, Self-propelled, 14" Blade MFR/MODEL: <i>HUSQVARNA F5513</i>	\$ 110	\$ 336	\$ 819	\$ 105
Concrete Mixer, Gas Operated MFR/MODEL: <i>MULTIQUIP MC94PH8</i>	\$ 91	\$ 275	\$ 727	\$ 105
CRANES				
15 Ton, Rough Terrain MFR/MODEL:	\$	\$	\$	\$
8 Ton, Truck Mounted MFR/MODEL:	\$	\$	\$	\$
12 Ton, Truck Mounted MFR/MODEL: <i>TEREX BT3063B Ford</i>	\$ 502	\$ 1415	\$ 3808	\$ 250
15 Ton, Truck Mounted MFR/MODEL: <i>TEREX BT3063B Ford</i>	\$ 502	\$ 1415	\$ 3808	\$ 250
23 Ton, Truck Mounted MFR/MODEL: <i>STERLING LT 7501</i>	\$ 830	\$ 2378	\$ 5463	\$ 250
2-Man Work Basket MFR/MODEL:	\$	\$	\$	\$
CRUSHERS				
150 HP, 24" Crushing Capacity SET-UP FEE: HOURLY WEAR FEE:	\$	\$	\$	\$
180 HP, 36" Crushing Capacity SET-UP FEE: HOURLY WEAR FEE:	\$	\$	\$	\$
DOZERS				
70-80 HP, EROPS MFR/MODEL: <i>CASE 750L</i>	\$ 369	\$ 1376	\$ 3057	\$ 165
80-90 HP, EROPS MFR/MODEL: <i>CASE 850L</i>	\$ 674	\$ 1576	\$ 3868	\$ 165
90-100 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
100-125 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
125-150 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
150-200 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
200-250 HP, EROPS MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
300-350 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
EXCAVATORS				
10-20 HP MFR/MODEL: JOHN DEERE 17DX	\$ 235	\$ 586	\$ 1454	\$ 165
20-30 HP MFR/MODEL: TAKEUCHI TB 228	\$ 259	\$ 641	\$ 1567	\$ 165
30-40 HP MFR/MODEL: TAKEUCHI TB 235	\$ 296	\$ 685	\$ 1635	\$ 165
50-60 HP MFR/MODEL: TAKEUCHI TB 153	\$ 396	\$ 979	\$ 1973	\$ 165
80-90 HP MFR/MODEL: JOHN DEERE 135	\$ 631	\$ 1670	\$ 4165	\$ 165
90-100 HP MFR/MODEL: JOHN DEERE 160	\$ 641	\$ 1967	\$ 4484	\$ 165
100-130 HP MFR/MODEL: JOHN DEERE 160	\$ 641	\$ 1967	\$ 4484	\$ 165
130-140 HP MFR/MODEL: JOHN DEERE 200	\$ 815	\$ 2114	\$ 5280	\$ 250
140-150 HP MFR/MODEL: JOHN DEERE 200	\$ 815	\$ 2114	\$ 5280	\$ 250
150-160 HP MFR/MODEL: CASE CX225	\$ 815	\$ 2508	\$ 6259	\$ 250
160-170 HP MFR/MODEL: CASE CX225	\$ 815	\$ 2508	\$ 6259	\$ 250
170-180 HP MFR/MODEL:	\$	\$	\$	\$
80-90 HP w/ Hydraulic Hammer MFR/MODEL: KENT KF22	\$ 1254	\$ 3888	\$ 8565	\$ 250
120-140 HP w/ Hydraulic Hammer MFR/MODEL: KENT KF22	\$ 1437	\$ 4332	\$ 9678	\$ 250
280-300 HP w/ Hydraulic Hammer MFR/MODEL:	\$	\$	\$	\$
FORKLIFTS				
Warehouse to 13', 3000 lb MFR/MODEL: DOOSAN G25P6	\$ 192	\$ 556	\$ 1202	\$ 165
Warehouse to 13', 5000 lb MFR/MODEL: DOOSAN G25P5	\$ 192	\$ 556	\$ 1202	\$ 165
Reach-Out Fork, 5000 lb MFR/MODEL: GENIE 5519	\$ 326	\$ 718	\$ 1704	\$ 165
Reach-Out Fork, 6000 lb MFR/MODEL: SKYTRAK 6036	\$ 328	\$ 721	\$ 1791	\$ 165
Reach-Out Fork, 8000 lb MFR/MODEL: SKYTRAK 8042	\$ 330	\$ 722	\$ 2118	\$ 165

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Reach-Out Fork, 10000 lb MFR/MODEL: SKYTRAK 10054	\$ 419	\$ 1026	\$ 3304	\$ 165
GENERATORS				
10 KW, Diesel, Towable MFR/MODEL: WACKER G25	\$ 140	\$ 456	\$ 634	\$ 105
15 KW, Diesel, Towable MFR/MODEL: WACKER G25	\$ 140	\$ 456	\$ 634	\$ 105
25 KW, Diesel, Towable MFR/MODEL: WACKER G25	\$ 140	\$ 456	\$ 634	\$ 105
3500 KW, Wheel Kit FUEL TYPE: GAS MFR/MODEL: MULTIGUARD GA36HA	\$ 65	\$ 161	\$ 401	\$ 105
5000 KW, Wheel Kit FUEL TYPE: GAS MFR/MODEL: WACKER GPS600A	\$ 74	\$ 186	\$ 463	\$ 105
6000 KW, Wheel Kit FUEL TYPE: GAS MFR/MODEL: MULTIGUARD GA6HA	\$ 80	\$ 199	\$ 494	\$ 105
20000 KW, Towable FUEL TYPE: Diesel MFR/MODEL: WACKER G25	\$ 140	\$ 456	\$ 634	\$ 105
30000 KW, Towable FUEL TYPE: Diesel MFR/MODEL: MULTIGUARD GA445	\$ 195	\$ 481	\$ 1218	\$ 105
60000 KW, Towable FUEL TYPE: Diesel MFR/MODEL: WACKER G70	\$ 232	\$ 618	\$ 1229	\$ 105
GRADERS				
150-180 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
180-200 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
200-300 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
LIGHTING				
4000 Watt 30' Towers MFR/MODEL: MAGNUM MLT3060	\$ 93	\$ 229	\$ 419	\$ 105
LOADERS - GANON				
70-90 HP, 4x4 MFR/MODEL: JOHN DEERE Z10	\$ 261	\$ 618	\$ 1458	\$ 165

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
LOADERS - TRACK				
140-160 HP, 2-3 CY Bucket MFR/MODEL:	\$	\$	\$	\$
160-200 HP, 3-3½ CY Bucket MFR/MODEL:	\$	\$	\$	\$
200-300 HP, 3½-4½ CY Bucket MFR/MODEL:	\$	\$	\$	\$
LOADERS - WHEEL				
100-130 HP, 2-2½ CY Bucket MFR/MODEL: JD 444K	\$ 333	\$ 1118	\$ 3304	\$ 165
130-150 HP, 2½-3 CY Bucket MFR/MODEL: CASE 621F	\$ 479	\$ 1543	\$ 3793	\$ 165
150-200 HP, 3-4 CY Bucket MFR/MODEL: JD 544K	\$ 590	\$ 1564	\$ 4157	\$ 165
200-250 HP, 4-4½ CY Bucket MFR/MODEL: JD 644K	\$ 702	\$ 2438	\$ 5071	\$ 165
250-300 HP, 4½-5 CY Bucket MFR/MODEL:	\$	\$	\$	\$
MAN LIFTS (SCISSOR LIFTS)				
34' Articulating Boom MFR/MODEL: Genie Z34/22N	\$ 254	\$ 400	\$ 1695	\$ 165
44' Articulating Boom MFR/MODEL: JLG 450AS	\$ 302	\$ 752	\$ 1772	\$ 165
60' Articulating Boom MFR/MODEL: JLG 600AS	\$ 419	\$ 836	\$ 2416	\$ 165
11' Scissor Lift, Electric MFR/MODEL:	\$	\$	\$	\$
15' Scissor Lift, Electric MFR/MODEL: SKYJACK SS1113215	\$ 119	\$ 186	\$ 401	\$ 165
20' Scissor Lift, Electric MFR/MODEL: SKYJACK SS1113219	\$ 119	\$ 217	\$ 353	\$ 165
25' Scissor Lift, Electric MFR/MODEL: SKYJACK SS1114628	\$ 147	\$ 310	\$ 593	\$ 165
26' Scissor Lift, Electric MFR/MODEL: SKYJACK SS1114626	\$ 147	\$ 310	\$ 593	\$ 165
40' Straight Mast MFR/MODEL: JLG 400S	\$ 300	\$ 746	\$ 1543	\$ 165
60' Straight Mast MFR/MODEL: JLG 660S	\$ 356	\$ 760	\$ 2184	\$ 165
80' Straight Mast MFR/MODEL: JLG 860S	\$ 582	\$ 1156	\$ 3884	\$ 165

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
PUGMILL				
Pugmill MFR/MODEL:	\$	\$	\$	\$
PUMPS				
Hydrostatic Test, PSI 1500 MFR/MODEL: <i>RICE DPH 38</i>	\$ <i>91</i>	\$ <i>358</i>	\$ <i>492</i>	\$ <i>105</i>
Hydrostatic Test, PSI 3000 MFR/MODEL: <i>RICE DPH 38</i>	\$ <i>91</i>	\$ <i>358</i>	\$ <i>492</i>	\$ <i>105</i>
2" Trash, w/ 100' Discharge Hose MFR/MODEL: <i>MA QP2TH</i>	\$ <i>72</i>	\$ <i>186</i>	\$ <i>463</i>	\$ <i>105</i>
3" Trash, w/ 100' Discharge Hose MFR/MODEL: <i>MA QP3TH</i>	\$ <i>81</i>	\$ <i>199</i>	\$ <i>494</i>	\$ <i>105</i>
4" Trash, w/ 100' Discharge Hose MFR/MODEL:	\$	\$	\$	\$
6" Trash, w/ 100' Discharge Hose MFR/MODEL: <i>THOMPSON GVD0542011</i>	\$ <i>338</i>	\$ <i>671</i>	\$ <i>2014</i>	\$ <i>105</i>
SCRAPERS				
150 HP, 11-13 CY, EROPS MFR/MODEL:	\$	\$	\$	\$
250 HP, 15-17 CY, EROPS MFR/MODEL:	\$	\$	\$	\$
330 HP, 20-23 CY, EROPS MFR/MODEL:	\$	\$	\$	\$
SKID STEERS				
40-50 HP MFR/MODEL: <i>BOBCAT S160</i>	\$ <i>204</i>	\$ <i>444</i>	\$ <i>1264</i>	\$ <i>165</i>
50-60 HP MFR/MODEL: <i>BOBCAT S185</i>	\$ <i>222</i>	\$ <i>543</i>	\$ <i>1357</i>	\$ <i>165</i>
60-70 HP MFR/MODEL: <i>BOBCAT S570</i>	\$ <i>235</i>	\$ <i>586</i>	\$ <i>1431</i>	\$ <i>165</i>
70-80 HP MFR/MODEL:	\$	\$	\$	\$
80-90 HP MFR/MODEL:	\$	\$	\$	\$
SKID STEERS - ATTACHMENTS				
Auger MFR/MODEL: <i>BOBCAT MODEL 30</i>	\$ <i>106</i>	\$ <i>259</i>	\$ <i>636</i>	\$ <i>105</i>
Brush Grapples MFR/MODEL: <i>BOBCAT 66" W502</i>	\$ <i>81</i>	\$ <i>223</i>	\$ <i>603</i>	\$ <i>105</i>

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Cold Planer MFR/MODEL:	\$	\$	\$	\$
Shear MFR/MODEL:	\$	\$	\$	\$
SKID STEERS - TRACK				
50-75 HP, EROPS MFR/MODEL: GORCAT T190	\$ 211	\$ 674	\$ 1659	\$ 165
75-100 HP, EROPS MFR/MODEL: TAKEUCHI TL240	\$ 315	\$ 783	\$ 1677	\$ 165
SWEEPERS				
Broom, Self-propelled, Open MFR/MODEL: LAYMON SA250	\$ 250	\$ 833	\$ 2012	\$ 165
Broom, Self-propelled, Enclosed, AC MFR/MODEL: BROCK KR-350	\$ 250	\$ 833	\$ 2012	\$ 165
Street, Minimum 5 CY Hopper Capacity, Minimum 92" Sweeping Width MFR/MODEL:	\$	\$	\$	\$
TRENCHERS				
Ride-On, 32" Depth MFR/MODEL: DITCHWICH RT40	\$ 333	\$ 833	\$ 2077	\$ 165
Ride-On, 48" Depth MFR/MODEL: DITCHWICH RT40	\$ 333	\$ 833	\$ 2077	\$ 165
Walk-Behind, 4"W x 24"D MFR/MODEL:	\$	\$	\$	\$
TRUCKS -- ASPHALT DISTRIBUTOR				
1500 Gallon MFR/MODEL:	\$	\$	\$	\$
3000 Gallon MFR/MODEL:	\$	\$	\$	\$
TRUCKS - DUMP				
5 CY Bobtail MFR/MODEL: FORD F750	\$ 296	\$ 774	\$ 2033	\$ 165
10 CY, 10-Wheel MFR/MODEL: FREIGHTLINER M2	\$ 557	\$ 1582	\$ 3955	\$ 165
WATER - HAULING/STORAGE, ETC.				
Klein Tower, 12000 GAL MFR/MODEL:	\$	\$	\$	\$
Pull, 5000 GAL, 150 HP, EROPS MFR/MODEL:	\$	\$	\$	\$

EQUIPMENT	DAILY	WEEKLY	MONTHLY	DELIVERY RATE
Pull, 8000 GAL, 330 HP, EROPS MFR/MODEL:	\$	\$	\$	\$
Truck w/ Front/Rear/Side Discharge, 2000 GAL Capacity and Siphon Capabilities MFR/MODEL: <u>FORD F750</u>	\$ <u>259</u>	\$ <u>774</u>	\$ <u>1878</u>	\$ <u>165</u>
Truck w/ Front/Rear/Side Discharge, 4000 GAL Capacity and Siphon Capabilities MFR/MODEL: <u>FREIGHTLINER M2</u>	\$ <u>452</u>	\$ <u>1516</u>	\$ <u>3355</u>	\$ <u>165</u>
Wagon, 500 GAL, w/ Pump and Hose MFR/MODEL: <u>MAGNUM MWT</u>	\$ <u>108</u>	\$ <u>334</u>	\$ <u>553</u>	\$ <u>105</u>

ALL UNIT PRICES SHALL INCLUDE THE STATE-SANCTIONED 1.5% PRE-TAX RENTAL RATE (AKA HEAVY EQUIPMENT SURCHARGE OR PERSONAL PROPERTY TAX FEE), ANY ENVIRONMENTAL RECOVERY FEE AND ALL APPLICABLE TAXES, INCLUDING BUT NOT LIMITED TO ARIZONA VENDORS' TRANSACTION PRIVILEGE TAX AND OUT OF STATE VENDORS' USE TAX that each individual rental company pays according to their locale. The county will not pay increased prices due to any new or local tax increases or fees for the duration of the Contract.

Vendor Locations: (use additional page if necessary)

2678 EAST HUNTINGTON DRIVE
FLAGSTAFF, AZ. 86001

215 EAST BASELINE RD
GILBERT, AZ 85233

2210 W. WILLIAMS DRIVE
PHOENIX, AZ 85027

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Board of Supervisors of Yavapai County, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid. Past performance on County projects or other public projects will be evaluated in awarding contracts, and the County may decide to award to a contractor who is *not* the low bidder.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of the County of Yavapai, Arizona.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License No. _____ and Classification _____.

Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

*By signing below the bidder certifies that submission of this bid did not involve collusion or other anti-competitive practices and that s/he has read, understands and will faithfully execute the terms and conditions stated herein. The signer also certifies that s/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit binding offers for the goods or services as specified.

**DEVIATIONS FROM COUNTY SPECIFICATIONS MAY
RESULT IN REJECTION OF BID**

Respectfully submitted,

UNITED RENTALS
(Company Name)

By: [Signature] SALES REP
(Signature/Official Title)

2210 W. WILLIAMS DR.
Address

PHX, AZ 85027
City/State/Zip Code

928-533-9533 Fax: 623-889-6721
Telephone/Fax Numbers

ATTEST:

Witness:

If Vendor is an Individual

SUBCONTRACTING CERTIFICATION

At the time of the submission of bids for the **CONTRACT FOR RENTAL EQUIPMENT IN YAVAPAI COUNTY, ARIZONA; Contract #1320203**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that known subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request. Any amendments to this list shall be made known to the County prior to the award of this contract.

☒ It is not my intention to subcontract a portion of the work.

☐ It is my intention to subcontract a portion of the work. At this time, known subcontractors are as follows:

- (1) _____

- (2) _____

- (3) _____

UNITED RENTALS INC
 Name of Firm

[Signature] SALES REP
 By: (Signature/Title)

6/8/13
 Date

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Equipment to be delivered to Road 4 South approximately one mile east of SR89. Contractor shall promptly service/repair any equipment that is not running due to mechanical or other failure.

It is anticipated that equipment will be needed by January 6, 2014.

Contractor shall furnish telephone numbers of service personnel to contact in case of equipment failure.

Contractor shall furnish Town essential information on the equipment.

Town will furnish key Town personnel names and contact information.

Contractor shall furnish Town information on any field service that Town will be responsible for.

The equipment delivered shall be in good condition and ready for work.

If equipment is down due to mechanical failure or other reasons beyond the control of the Town the Contractor and Town shall negotiate a reduction in the Monthly or Weekly rate.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. a.

Meeting Date: 12/10/2013
Contact Person: Ruth Mayday, Planner
 Phone: 928-636-4427 x-1217
Department: Development Services
Item Type: Action-Presentation
Estimated length of staff presentation: 15 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 13-779, declaring the document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley Unified Development Ordinance Related to Medical Marijuana Facilities, dated December 10, 2013" as a public record; adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Medical Marijuana Facilities, dated December 10, 2013" by reference, and amending the Town of Chino Valley Unified Development Ordinance, as follows: (1) Chapter 2 Definitions, Section 2.1 Meaning of Words and Terms, to add definitions related to Medical Marijuana and amend the definition of "Greenhouse, Commercial"; (2) Chapter 3 Zoning Districts, by amending Sections 3.5.2 Permitted Uses ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.5.3 Conditional Uses (Conditional Use Permit Required) ("AR-36" - Agricultural/Residential (36 Acre Minimum)), Section 3.6.2 Permitted Uses ("AR-5" - Agricultural/Residential (5 acre minimum)), Section 3.6.3 Conditional Uses (Conditional Use Permit Required) ("AR-5" - Agricultural/Residential (5 Acre Minimum)), Section 3.7.2 Permitted Uses ("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.7.3 Conditional Uses (Conditional Use Permit Required) ("AR-4" - Agricultural/Residential (4 Acre Minimum)), Section 3.15 "CL" - Commercial Light, Section 3.16.2 Permitted Uses ("CH" - Commercial Heavy), Section 3.17.2 Permitted Uses ("I" - Industrial); (3) Chapter 4 General Regulations, by amending Section 4.30 Commercial Greenhouse Standards, and adding Section 4.31 Medical Marijuana Dispensaries, Cultivation Sites, and Infusion Facilities as a public record and adopt Ordinance No. 13-779 by reference.

RECOMMENDED ACTION:

Approve Ordinance No. 13-779, approving and adopting the amendments to the Unified Development Ordinance by reference, all related to regulating medical marijuana uses and facilities in the Town of Chino Valley.

SITUATION AND ANALYSIS:

In 2010, voters of the state of Arizona approved the use of marijuana for medical purposes. Shortly thereafter, Town staff, the Planning and Zoning Commission, and the Town Council reviewed different proposals for the regulation of marijuana-related dispensaries, infusion facilities, and cultivation sites throughout the Town. After due consideration, Council decided not to impose additional restrictions on said uses, but rather rely on state regulations set forth in ARS and Department of Health Services (DHS) to control manner and placement of these facilities.

The Town's climate, elevation, ready availability of agricultural land, and minimal zoning restrictions have made Chino Valley attractive to cultivators of medical marijuana. In order to better protect the health, safety, and general welfare of the community, Town Council has expressed a desire to again consider regulation of the manner and placement of medical marijuana related facilities.

During the September 10, 2013 Regular Meeting of Town Council, staff was directed by the Council to research the regulation of activities related to Medical Marijuana such as cultivation, infusion, and dispensing.

Staff reviewed past actions by the Planning and Zoning Commission and Town Council, as well as ordinances adopted by adjoining communities and other political subdivisions throughout the state. Based on that research, staff drafted proposed amendments and presented them to Town Council for discussion at the October 3, 2013 Work/Study session.

During the Work/Study Session, Council provided input regarding the proposed regulations, as did several members of the community. Council was clear that it did not want to allow outdoor cultivation of Medical Marijuana; staff included language to prohibit that form of cultivation in any zoning district in the Town. Council also agreed to reduce the separation between medical marijuana facilities and certain uses from five hundred feet (500') to two hundred feet (200'), with the exception of the statutory five hundred foot (500') separation from public or private schools. Staff then incorporated the suggested changes into the draft language, and brought the item back to Council at the November 12, 2013 Regular Meeting of Town Council for additional review and comment.

The manner in which Commercial Greenhouse Regulations (Section 4.30 of the UDO) affected the manner and placement of Greenhouses in general and Medical Marijuana Cultivation facilities in particular were also discussed at length. Certain structures in varying locations in Town that would lend themselves well to cultivation activities were unable to be considered as they did not meet the standard set forth in the UDO; furthermore, meeting the increased threshold required for a variance would be nearly impossible to achieve. Staff then reviewed

the regulations related to the Commercial Greenhouses and determined that modification of those requirements would need to be included in order to provide a set of regulations that did not overly regulate general greenhouse related uses, but provide adequate regulation of Medical Marijuana related facilities to best protect the health, safety, and general welfare of the community.

After providing notice as required by ARS§ 9-462.04, the Planning and Zoning Commission held a Public Hearing on November 19, 2013 at 6:00 pm in Council Chambers for the purposes of reviewing proposed changes to the UDO relating to Medical Marijuana uses, taking public comment, and making recommendations to Town Council. For ease of review, the Planning and Zoning Commission reviewed changes to each zoning district, the Definitions portion of the UDO, the Commercial Greenhouse Regulations, and the proposed Medical Marijuana regulations separately, with the full understanding that the amendments would be presented to and adopted by Town Council in an Omnibus format, which was presented to them for review and comment.

Staff suggests following a similar format for the public hearing, with the full understanding that the amendments will be adopted in a single Omnibus action.

SECTION 2.1: MEANINGS OF WORDS AND TERMS:

The proposed changes, additions, and deletions from Section 2.2: Definitions are the foundation for the subsequent proposed amendments to the UDO related to the regulation of medical marijuana dispensaries, infusion facilities, and cultivation sites, staff recommended to the Planning and Zoning Commission that they forward the changes as amended by the Town Attorney to the Town Council with a recommendation for adoption. It was moved by NAME and seconded by NAME to forward the changes, additions, and deletions to Section 2.2 to Town Council as amended, with a recommendation of approval.

SECTION 3.5: AGRICULTURAL/RESIDENTIAL (36 ACRE MINIMUM)

In amending this portion of the UDO, staff considered the minimum acreage required for the AR-36 zoning district and determined that the acreage requirement alone would likely provide adequate separation from other incompatible uses; to date, staff has been unable to identify any land that carries this zoning. The proposed amendments to this section will allow Commercial Greenhouses as a Permitted Use, and allow Medical Marijuana Cultivation Facilities (with or without infusion facilities) as a Conditional Use. All regulations regarding manner and placement set forth in Section 4.31 would apply. Dispensaries are not a Permitted or Conditional Use in this zoning district. Amending the language to prohibit infusion facilities, thereby allowing only cultivation in AR-36, is at the discretion of council.

SECTION 3.6: AGRICULTURAL/RESIDENTIAL (5 ACRE MINIMUM)

The proposed amendments to this section will allow Commercial Greenhouses as a Permitted Use when located on a minimum of ten (10) acres, and allow Medical Marijuana Cultivation Facilities (with or without infusion facilities) as a Conditional Use. All regulations regarding manner and placement set forth in Section 4.31 would apply. Dispensaries are not a Permitted or Conditional Use in this zoning district. Amending the language to prohibit infusion facilities, thereby allowing only cultivation in AR-5, is at the discretion of council.

SECTION 3.7: AGRICULTURAL/RESIDENTIAL (4 ACRE MINIMUM)

The proposed amendments to this section will allow Commercial Greenhouses as a Permitted Use when located on a minimum of ten (10) acres, and allow Medical Marijuana Cultivation Facilities (with or without infusion facilities) as a Conditional Use. All regulations regarding manner and placement set forth in Section 4.31 would apply. Dispensaries are not a Permitted or Conditional Use in this zoning district. Amending the language to prohibit infusion facilities, thereby allowing only cultivation in AR-4, is at the discretion of council.

SECTION 3.15 COMMERCIAL LIGHT

Commercial greenhouses would be a Permitted use in the CL zoning district, with no minimum acreage requirement. Commercial greenhouses would thus be treated the same as any other commercial building in terms of lot coverage, height, and separation from streets. Both dispensaries and cultivation facilities (with or without infusion) would be Permitted uses as well, subject to the additional regulations set forth in Section 4.31.

SECTION 3.16 COMMERCIAL HEAVY

Commercial greenhouses would be a Permitted use in the CH zoning district, with no minimum acreage requirement. Commercial greenhouses would thus be treated the same as any other commercial building in terms of lot coverage, height, and separation from streets. Both dispensaries and cultivation facilities (with or without infusion) would be Permitted uses as well, subject to the additional regulations set forth in Section 4.31.

SECTION 3.17 INDUSTRIAL

Commercial greenhouses would be a Permitted use in the I zoning district, with no minimum acreage requirement. Commercial greenhouses would thus be treated the same as any other commercial building in terms of lot coverage, height, and separation from streets. Both dispensaries and cultivation facilities (with or without infusion) would be Permitted uses as well, subject to the additional regulations set forth in Section 4.31.

SECTION 4.30 COMMERCIAL GREENHOUSE REGULATIONS

In the course of reviewing the UDO, it became apparent that certain portions of the Commercial Greenhouse Regulations as set forth in Section 4.30 imposed additional regulations that on commercial greenhouses in general and prevented the use of certain locations for cultivation, infusion, and dispensing of medical marijuana that, for all intents and purposes, would not jeopardize the health, safety, and general welfare of the community. Staff suggests deleting the table found in 4.30 and adding text that would retain the floor area restrictions for retail sales, restaurants, and entertainment purposes, or the sale of farm produce for commercial greenhouses. It should be noted that requirements included in Section 4.31 will prohibit these activities in medical marijuana related facilities, with the exception of dispensaries, which would be permitted to sell items at retail, if allowed by their state issued license. Modifications by the Town Attorney include substituting “which shall be” for “as” in Subsections A (1) and (2).

In eliminating the balance of the regulations set forth in Section 4.30, the standards for Commercial Greenhouses would then be the same as any other commercial use in the CL, CH, or I zoning districts in term of minimum lot size, building height, setbacks, among other things. The addition of Section 4.31: Medical Marijuana Dispensaries, Off-site Cultivation

Sites, and Infusion Facilities would provide additional regulations for that specific use, to which any medical marijuana use sited in any zoning district in which said use would be permitted, would be subject.

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

The addition of Section 4.31 will codify standards to regulate the manner and placement of uses related to the cultivation, infusion, and dispensing of marijuana. During the Work/Study session on October 3, 2013, the Council suggested reducing the separation between these facilities and public parks, rehabilitation facilities, and residential zoning classifications from five hundred feet (500') to two hundred feet (200'). The Planning and Zoning Commission reverted the separation distance back to five hundred feet (500') during the Public Hearing on November 19, 2013. This proposed addition to the UDO also requires the following:

- 1) Submittal of specific documents and evidence of state approvals
- 2) Submittal of licensing by the Health Department for infusion related activities
- 3) Facilities shall be wholly contained within a closed, locked facility
- 4) Five hundred feet (500') separation between these uses and:
 - a) Public and Private Schools
 - b) Public parks, Public buildings, or Public Community Centers
 - c) Drug/Alcohol rehabilitation facility or Correctional transitional housing
 - d) Residential zoning classifications
- 5) Prohibits retail sales, restaurants, food service, or entertainment activities within a cultivation facility
- 6) Mitigation of dust, fumes, and vapors produced, including but not limited to ventilation, dust control, and devices designed to minimize dust, fumes, and vapors.
- 7) Requires location in a permanent building and not in a trailer, cargo container, or motorized vehicle.
- 8) Limits dispensary size to two thousand square feet (2,000).
- 9) Prohibits consumption on-site; limits access to certain areas of cultivation, dispensaries, and infusion facilities.
- 10) Restricts infusion facilities size, location, and activities.
- 11) Specifically prohibits outdoor cultivation of medical marijuana within the corporate boundary of the town.

Modifications by the Town Attorney include striking "Where permitted" from Subsection A; substituting the word "shall" for "must" in Subsection C; substituting the word "district" for "classification" in Subsection D (4); Correcting Subsection K (3) to refer to infusion rather than cultivation facilities; and include "enclosed, locked" to Subsection L.

EMERGENCY CLAUSE

Language has been included to enact these amendments as an emergency action; doing so is at the discretion of council.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Ordinance 13-779

Proposed UDO Amendments

ORDINANCE NO. 13-779

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO MEDICAL MARIJUANA FACILITIES, DATED DECEMBER 10, 2013" AS A PUBLIC RECORD; ADOPTING THE "AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, ARIZONA RELATED TO MEDICAL MARIJUANA FACILITIES, DATED DECEMBER 10, 2013" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY UNIFIED DEVELOPMENT ORDINANCE, AS FOLLOWS: (1) CHAPTER 2 DEFINITIONS, BY AMENDING SECTION 2.1 MEANING OF WORDS AND TERMS TO ADD DEFINITIONS RELATED TO MEDICAL MARIJUANA AND TO AMEND THE DEFINITION OF "GREENHOUSE, COMMERCIAL" (2) CHAPTER 3 ZONING DISTRICTS, BY AMENDING SECTIONS 3.5.2 PERMITTED USES ("AR-36" – AGRICULTURAL/RESIDENTIAL (36 ACRE MINIMUM)), 3.5.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) ("AR-36" – AGRICULTURAL/RESIDENTIAL (36 ACRE MINIMUM)), 3.6.3 CONDITIONAL USES (CONDITIONAL USE PERMIT REQUIRED) ("AR-5" – AGRICULTURAL/RESIDENTIAL (5 ACRE MINIMUM)), 3.7.2 PERMITTED USES ("AR-4" – AGRICULTURAL/RESIDENTIAL (4 ACRE MINIMUM)), 3.15.2 PERMITTED USES ("CL", COMMERCIAL LIGHT), 3.16.2 PERMITTED USES ("CH", COMMERCIAL HEAVY), 3.17.2 ("I" – INDUSTRIAL) TO PERMIT MEDICAL MARIJUANA DISPENSARIES, CULTIVATION AND INFUSION FACILITIES, SUBJECT TO REGULATIONS; AND (3) BY AMENDING CHAPTER 4 GENERAL REGULATIONS, SECTION 4.30 COMMERCIAL GREENHOUSE STANDARDS (AMENDED WITH ORD. 09-424/RES. 09-921) RELATED TO DELETING CERTAIN DEVELOPMENT STANDARDS; AND ADDING NEW SECTION 4.31 MEDICAL MARIJUANA DISPENSARIES, OFF-SITE CULTIVATION SITES, AND INFUSION FACILITIES; RELATED TO REGULATING THE LOCATION OF MEDICAL MARIJUANA FACILITIES, INCLUDING SEPARATION REQUIREMENTS, REQUIRING CERTAIN SECURITY MEASURES AND COMPLIANCE WITH STATE AND LOCAL LAWS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, that certain document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Medical Marijuana Facilities, dated December 10, 2013", three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk; and

WHEREAS, on November 2, 2010, the voters of Arizona approved Proposition 203, the "Arizona Medical Marijuana Act" (AMMA), codified in A.R.S §36-2801 *et seq.*; and

WHEREAS, the AMMA authorizes municipalities to adopt reasonable zoning restrictions that regulate the manner and placement of registered dispensaries as well as associated infusion facilities and cultivation sites to specific areas; and

WHEREAS, the Town of Chino Valley has relied upon the regulations promulgated by the State of Arizona, which have proved to be inadequate in regulating the manner and placement of medical marijuana cultivation sites, infusion facilities, and dispensaries; and

WHEREAS, The Town desires to minimize the impact that medical marijuana cultivation, infusion, and dispensing activities and facilities may have on the Town, and provide for the orderly regulation thereof, as set forth in A.R.S. §9-462.01; and

WHEREAS, at its September 10, 2013 regular meeting, Town Council directed staff to further research regulation of the cultivation and dispensing of medical marijuana within the corporate boundaries of the Town of Chino Valley; and

WHEREAS, at the direction of Town Council, staff prepared an ordinance consideration at a public hearing of the Planning and Zoning Commission on November 19, 2013 regarding this matter; and

WHEREAS, after proper notice in accordance with ARS 9-462.04, the Planning and Zoning Commission held a public hearing, during which the Commission took comment from the public and, after consideration and discussion, recommended approval of the ordinance to the Town Council; and

WHEREAS, the Town Council finds that the proposed amendments are reasonable regulations related to the location and operation of medical marijuana facilities and commercial greenhouses at which medical marijuana may be grown and it is in the best interests of the public health, safety, and general welfare to adopt the proposed amendments,

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

Section 1. In General.

The Unified Development Ordinance of the Town of Chino Valley, Arizona, is hereby amended by amending (a) Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms; (b) Chapter 3 Zoning District, Sections 3.5.2 Permitted Uses ("AR-36" – Agricultural/ Residential (36 Acre Minimum), 3.5.3 Conditional Uses ("AR-36" – Agricultural/Residential (36 Acre Minimum), 3.6.2 Permitted Uses ("AR-5" – Agricultural/Residential (5 Acre Minimum), 3.6.3 Conditional Uses ("AR-5" – Agricultural/Residential (5 Acre Minimum)), 3.7.2 Permitted Uses ("AR-4" – Agricultural/Residential (4 Acre Minimum), 3.7.3 Conditional Uses ("AR-4" – Agricultural/Residential (4 Acre Minimum), 3.15.2 Permitted Uses ("CL", Commercial Light), 3.16.2 Permitted Uses ("CH", Commercial Heavy), 3.17.2 Permitted Uses ("I" – Industrial); (c) Chapter 4 General Regulations, Section 4.30 Commercial Greenhouse Standards (Amended with Ord. 09-424/ Res. 09-921); (d) Chapter 4 General Regulations, to add new Section 4.31 Medical Marijuana Dispensaries, Off-Site Cultivation Sites, and Infusion Facilities, all as set forth in that document entitled "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona related to Medical Marijuana Facilities, dated December 10, 2013", which document is hereby adopted and incorporated into this ordinance by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

Section 4. Providing for Penalties

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

Section V. Declaring an Emergency.

The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the Town of Chino Valley, and an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage, adoption and approval by the Common Council of the Town of Chino Valley.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 10th day of December, 2013 by the following vote:

AYES: _____

NAYS: _____

EXCUSED: _____

ABSENT: _____

ABSTAINED: _____

APPROVED this 10th day of December, 2013.

Chris Marley, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

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

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 13-779 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 10th DAY OF DECEMBER, 2013, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2013.

Jami C. Lewis, Town Clerk

Amendments to the Town of Chino Valley Unified Development Ordinance
Related to Medical Marijuana Facilities
December 10, 2013

The following Sections of the Town of Chino Valley Unified Development Ordinance are amended to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~, * * * indicate intervening provisions remain unchanged):

Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms:

2.1 Meanings of Words and Terms

* * *

Greenhouse, Commercial. A COMMERCIAL greenhouse ~~enterprise~~ is a commercial enterprise that grows plants or parts of plants by the application of water to plants that reside within movable containers, raised BEDS or lined beds that are disconnected from the lands ~~beneath them~~ and are not ~~defined as~~ DEEMED TO BE "irrigated lands" as ~~defined~~ SET FORTH in Arizona Revised Statutes. ~~A commercial greenhouse is considered a water intensive enterprise and requires a legally perfected water right that is supported by the Arizona Department of Water Resources.~~

* * *

MEDICAL MARIJUANA. ALL PARTS OF THE GENUS CANNABIS WHETHER GROWING OR NOT, AND THE SEED OF SUCH PLANTS THAT MAY BE ADMINISTERED AND USED BY A REGISTERED QUALIFYING PATIENT, AS THAT TERM IS DEFINED IN A.R.S. § 36-2801, SOLELY TO TREAT OR ALLEVIATE THE PATIENT'S DEBILITATING MEDICAL CONDITION OR SYMPTOMS ASSOCIATED WITH THE PATIENT'S DEBILITATING MEDICAL CONDITION.

MEDICAL MARIJUANA CULTIVATION. THE PROCESS BY WHICH A PERSON[S] GROWS A MARIJUANA PLANT FOR USE AS MEDICAL MARIJUANA.

MEDICAL MARIJUANA CULTIVATION FACILITY, OFF-SITE. A BUILDING, STRUCTURE, OR OTHER ENCLOSED, LOCKED FACILITY USED FOR THE CULTIVATION OR STORAGE OF MEDICAL MARIJUANA THAT IS PHYSICALLY SEPARATE AND NOT LOCATED ON THE SAME REAL PROPERTY AS THE MEDICAL MARIJUANA DISPENSARY WITH WHICH IT IS AFFILIATED PURSUANT TO ARS § 36-2806(E).

MEDICAL MARIJUANA CULTIVATION FACILITY, ON-SITE. A MEDICAL MARIJUANA FACILITY THAT IS LOCATED ON THE SAME PROPERTY AS THE MEDICAL MARIJUANA DISPENSARY WITH WHICH IT IS AFFILIATED PURSUANT TO A.R.S. § 36-2806(E), WHETHER ATTACHED OR NOT.

MEDICAL MARIJUANA DISPENSARY. A NOT-FOR-PROFIT FACILITY THAT, PURSUANT TO A.R.S. § 36-2801(11), IS REGISTERED WITH AND CERTIFIED BY THE ARIZONA DEPARTMENT OF HEALTH SERVICES TO ACQUIRE, POSSES, CULTIVATE, MANUFACTURE OR INFUSE, DELIVER, TRANSFER, TRANSPORT, SUPPLY, SELL, OR DISPENSE MEDICAL

MARIJUANA TO QUALIFYING PATIENTS AND CARDHOLDERS, AS THAT TERM IS DEFINED IN A.R.S. § 36-2801.

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

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

* * *

Chapter 3 Zoning District, Sections 3.5.2 Permitted Uses (“AR-36” – Agricultural/Residential (36 Acre Minimum)), 3.5.3 Conditional Uses (“AR-36” – Agricultural/Residential (36 Acre Minimum)), 3.6.2 Permitted Uses (“AR-5” – Agricultural/Residential (5 Acre Minimum)), 3.6.3 Conditional Uses (“AR-5” – Agricultural/Residential (5 Acre Minimum)), 3.7.2 Permitted Uses (“AR-4” – Agricultural/Residential (4 Acre Minimum)), 3.7.3 Conditional Uses (“AR-4” – Agricultural/Residential (4 Acre Minimum)), 3.15.2 Permitted Uses (“CL”, Commercial Light), 3.16.2 Permitted Uses (“CH”, Commercial Heavy), 3.17.2 Permitted Uses (“I” – Industrial):

3.5 “AR-36” – Agricultural/Residential (36 Acre Minimum)

* * *

3.5.2 Permitted Uses

* * *

J. Commercial greenhouses AND ACCESSORY USES. See Subsection 4.30 Commercial Greenhouse Development Standards.

* * *

3.5.3 Conditional Uses (Conditional Use Permit Required)

* * *

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

* * *

3.6 “AR-5” – Agricultural/Residential (5 Acre Minimum)

* * *

3.6.2 Permitted Uses

* * *

I. Commercial greenhouses ~~may be permitted~~ with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards.

3.6.3 Conditional Uses (Conditional Use Permit Required)

* * *

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

* * *

3.7 “AR-4” – Agricultural/Residential (4 Acre Minimum)

* * *

3.7.2 Permitted Uses

* * *

I. Commercial greenhouses ~~may be permitted~~ with a minimum of 10 contiguous acres. See Subsection 4.30 Commercial Greenhouse Development Standards.

3.7.3 Conditional Uses (Conditional Use Permit Required)

* * *

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

* * *

3.15 “CL” – Commercial Light

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

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

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

* * *

3.16 “CH” – Commercial Heavy

* * *

3.16.2 Permitted Uses

* * *

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

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

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

* * *

3.17 “I” – Industrial

* * *

3.17.2 Permitted Uses

* * *

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

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

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

Chapter 4 General Regulations, Section 4.30 Commercial Greenhouse Standards (Amended with Ord. 09-424/ Res. 09-921):

4.30 Commercial Greenhouse Standards ~~(Amended with Ord. 09-424/ Res. 09-921)~~

Commercial Greenhouse Development Standards:				
Allowed in the following zoning districts. Greenhouse shall be setback a	AR 10 acre	CL 10 acre	CH 10 acre	I 10 acre

minimum of 500 feet from the State route 89 right-of-way.	minimum	minimum	minimum	minimum
Property Development Standards:				
Minimum Lot Area	10 acres			
Minimum Linear Street Frontage	300 feet			
Minimum Front Yard Setback (Except for properties adjacent to SR 89)	50 feet			
Minimum side Yard Setback	50 feet			
Maximum Building Height	35 feet			
Minimum Distance Between the Structures	20 feet			
Maximum Lot Coverage Standards	50%			
In Commercial or Industrial zoning, the maximum % of the building used for retail outlet/restaurant	10%			
In Commercial or Industrial zoning, the maximum % of the Lot Area Used for Entertainment (this area shall conform to building setback requirements)	20%			
Agricultural zoning, the maximum % of the building used for the sale of farm produce when primarily grown on site	10%			
Outdoor Storage Standards	Screening required			
Accessory Building Setbacks from the Side and Rear Property Lines	20 feet			
Accessory Building Setbacks from Street Side	See Section 4.28			
Off Street parking and Loading Standards	See Section 4.22			
Shall have Access on an Arterial or Collector Street				

A. IN COMMERCIAL OR INDUSTRIAL ZONING DISTRICTS:

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

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

Chapter 4 General Regulations, to add new Section 4.31 Medical Marijuana Dispensaries, Off-Site Cultivation Sites, and Infusion Facilities:

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

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

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

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

1. THE PROPOSED FACILITY IS IN COMPLIANCE WITH ALL APPLICABLE STATE REGULATORY AGENCY AND STATE LAW REQUIREMENTS.
2. ANY APPLICATION SUBMITTED TO AND APPROVAL GRANTED BY A STATE REGULATORY AGENCY.
3. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS C.1 AND C.2, ABOVE, AN APPLICANT FOR AN INFUSION FACILITY, WHETHER LOCATED WITHIN A DISPENSARY OR CULTIVATION FACILITY, SHALL PROVIDE CERTIFIED COPIES OF ALL APPROVED PERMITS AND LICENSES REQUIRED BY LOCAL HEALTH DEPARTMENT.
4. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS C.1 AND C.2, ABOVE, AN APPLICANT FOR A DISPENSARY SHALL PROVIDE:
 - a. A COMPLETE LIST OF THE CULTIVATION AND INFUSION FACILITIES FROM WHICH THE DISPENSARY WILL RECEIVE MEDICAL MARIJUANA OR MEDICAL MARIJUANA INFUSED PRODUCTS. SAID LIST SHALL INCLUDE: (i) THE NAME AND PHYSICAL LOCATION OF THE CULTIVATION OR INFUSION FACILITY; (ii) THE NUMBER OF ANY STATE LICENSE GRANTED BY THE STATE REGULATING AGENCY TO THE CULTIVATION OR INFUSION FACILITY; (iii) THE NAME AND CONTACT INFORMATION FOR EACH AND EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE CULTIVATION AND/OR INFUSION FACILITY.
 - b. A COPY OF THE OPERATING PROCEDURES SUBMITTED TO AND APPROVED BY THE STATE REGULATORY AGENCY.
5. IN ADDITION TO THE DOCUMENTS REQUIRED IN SUBSECTIONS C.1 AND C.2, ABOVE, AN APPLICANT FOR A CULTIVATION FACILITY SHALL PROVIDE A COMPLETE LIST OF ALL DISPENSARIES FOR WHICH THE CULTIVATION FACILITY WILL CULTIVATE MEDICAL MARIJUANA, INCLUDING (i) THE NAME AND PHYSICAL LOCATION OF THE DISPENSARY; (ii) THE NUMBER

OF ANY LICENSE GRANTED BY THE REGULATORY AGENCY; AND
(iii) THE NAME AND CONTACT INFORMATION FOR EACH AND
EVERY MEMBER OF THE BOARD OF DIRECTORS OF THE
DISPENSARY.

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

1. FIVE HUNDRED FEET (500') FROM ANY SCHOOL, PUBLIC OR PRIVATE.
2. FIVE HUNDRED FEET (500') FROM ANY PUBLIC PARK, PUBLIC BUILDING,
OR PUBLIC COMMUNITY CENTER.
3. FIVE HUNDRED FEET (500') FROM ANY DRUG OR ALCOHOL
REHABILITATION FACILITY OR CORRECTIONAL TRANSITIONAL HOUSING
FACILITY.
4. FIVE HUNDRED (500') FROM ANY RESIDENTIAL ZONING DISTRICT,
EXCEPT THAT FOR CULTIVATION AND/OR INFUSION FACILITIES IN AN AR
(AGRICULTURAL/RESIDENTIAL) ZONING DISTRICT, THE SEPARATION
SHALL BE TWO HUNDRED (200') FROM ANY EXISTING RESIDENTIAL USE.

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

F. DUST, FUMES, ODOR, OR VAPORS EMITTING FROM ANY CULTIVATION
OR INFUSION FACILITY SHALL BE MITIGATED TO MINIMIZE IMPACT ON SURROUNDING
PROPERTIES. MITIGATION INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
VENTILATION OF BUILDINGS, DUST CONTROL, AND/OR INSTALLATION AND USE OF
DEVICES DESIGNED TO MINIMIZE DUST, FUMES, ODORS, OR VAPORS.

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

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

I. THERE SHALL BE NO CONSUMPTION OF MEDICAL MARIJUANA ON THE
PREMISES OF ANY MEDICAL MARIJUANA FACILITY.

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

K. MEDICAL MARIJUANA INFUSION FACILITIES SHALL:

1. BE LOCATED ON THE SAME SITE AS A DISPENSARY OR A
CULTIVATION FACILITY.

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. b.

Meeting Date: 12/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Tactical Shooting Range

AGENDA ITEM TITLE:

Consideration and possible action to award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of \$60,276.78 for the base bid and \$3,000 for alternative number 1 for a total contract amount not to exceed \$63,276.78.

RECOMMENDED ACTION:

Award the construction contract for the Shade Structure at the Police Tactical Shooting Range to Hot AZ Hell Welding in the amount of \$60,276.78 for the base bid and \$3,000 for alternative number 1 for a total contract amount not to exceed \$63,276.78.

SITUATION AND ANALYSIS:

The Police tactical shooting range was constructed to allow law enforcement to have a secure and versatile facility to perform both training and qualification. The shade structure will both shade for the shooter underneath it, but is also designed with three variants to the roof structure that will facilitate sniper training from an elevated position and from differing vantages. One roof is designed for a parapet, the second and third roofs simulate different angles. Each roof is a differing height that will facilitate a change in elevation.

The alternative bid will construct an 8' sidewalk behind the shade structure.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 07-60-5448

Available: \$64,000

Funding Source:

Funding to come from Police Grants Law Enforcement Shooting Range. To be reimbursed from the R.I.C.O. seizure funds.

Attachments

Bid Tabulation

Contract, Shooting Range Shade Cover

Police Shooting Range Shade Cover
October 17, 2013 until 3:00 p.m. – Bid Log

[illegible]

Town of Chino Valley

Contract Documents for

Police Shooting Range Shade Cover Old Home Manor



September 17, 2013

Mayor
Chris Marley

Vice Mayor, Darryl Croft

Council Member, Mike Best

Council Member, Pat McKee

Council Member, Don Wojcik

Council Member, Lon Turner

Council Member, Linda Hatch

NOTICE AND CALL FOR BIDS
TOWN OF CHINO VALLEY, ARIZONA

Project Name: Police Shooting Range Shade Cover
 Project Number: 2013-4
 Bid Opening Date: October 17, 2013, at 3:00 p.m., MST
 Location of Bid Opening: Town of Chino Valley Public Works Department
 Chino Valley Staff Contact: Richard Straub (928) 636-7140
 Bid Documents available at: Town of Chino Valley Public Works Department
 1982 Voss Drive
 Chino Valley, Arizona 86323

Date and Location for Submittal of Bids: Sealed bids will be received at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323 no later than 3:00 p.m., MST, October 17, 2013, for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure proposals are received at the above location on or before the specified time. The sealed envelope must be clearly marked with the bidder's name, project name and project number.

Bid Documents: Those interested in having individual sets of the Contract Documents may obtain copies from the Public Works Office upon payment of \$10.00 per set, which cost is not refundable regardless of whether the Contract Documents are returned. This cost does not include shipping. If bidder requests Contract Documents to be delivered, bidder's shipping company and account number must be included with the request. Contract Documents will be shipped only if bidder assumes responsibility for all related shipping charges. The Town of Chino Valley is not responsible for damaged or missing Contract Documents shipped. Copies of the Contract Documents, including plans and specifications, are available for viewing and inspection at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona.

Pre-Bid Conference: A pre-bid conference will be held on October 15, 2013, at 10:00 a.m., MST, at the Town of Council Chambers, 202 North State Route 89, Chino Valley, Arizona. It is highly recommended that all prospective bidders attend, as bidder responsibility issues will be discussed, along with Project requirements.

Project Description: Construction work, in general, consists of Shade Cover; and other incidental work. Alternate #1 is the addition of an 8 foot x 100 foot side walk along the south side of the shade cover concrete base. The Engineer's estimate is \$60,000.00.

Bid Security: Each bid shall be in accordance with the Contract Documents. Any bid which does not conform in all material respects to the Contract Documents will be considered non-responsive. Each bid shall be submitted on the bid form(s) included in the Contract Documents; shall be accompanied by a certified or cashier's check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the Town of Chino Valley and shall be included in the bid as a guarantee that the successful bidder will enter into a contract to perform the work

in accordance with the Contract Documents. The bid bond shall be executed pursuant to Section 9 of the Contract Documents, and solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.

All bid securities will be returned to the bidders whose bids are not accepted, except for the three lowest bidders. The bid security of the three lowest bidder(s) will be returned immediately after the fully completed Contract Documents have been executed. The difference between the amount specified in the bid and such larger amount for which Chino Valley may in good faith contract with another party to perform the work covered by the bid, not to exceed the amount of the bond penalty, shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the contract and provide the bonds and certificates of insurance after being requested so to do by Chino Valley.

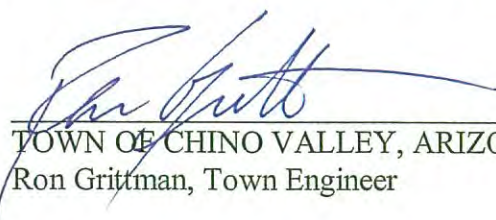
Bid Opening: Bids will be opened at the Public Works Department 1982 Voss Drive, Chino Valley, Arizona, and the proposed bid price will be publicly read aloud immediately after the time for receiving bids has expired as set forth above. Chino Valley reserves the right to postpone the bid opening date at any time prior to bid opening.

A Non-Collusion Affidavit executed by bidder shall be submitted with the bid.

Right to Reject Bids: The Town of Chino Valley reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason the Town of Chino Valley determines.

Equal Opportunity: The Town of Chino Valley is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this Project.

After the successful bidder has been determined, negotiations may be conducted for the purpose of developing a recommended Contract for Award.


TOWN OF CHINO VALLEY, ARIZONA
Ron Gritman, Town Engineer

DATED: 9/26/2013

Publication Date(s):

10/4/2013, 10/5/2013, 10/11/2013 and 10/12/2013

CONSTRUCTION CONTRACT AND GENERAL CONDITIONS

Project: Police Shooting Range Shade Cover
Project No.: 2013-4
Contract No.: N/A
Date: September 17, 2013

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CONSTRUCTION CONTRACT AND GENERAL CONDITIONS FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT made and entered into this 10 day of December, 2013, by and between Hot AZ Hell Welding, hereinafter designated as "Contractor", and the Town of Chino Valley, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as "Chino Valley."

Chino Valley and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 PROJECT DESCRIPTION

Contractor shall do and perform, or cause to be done and performed in accordance with this Contract, the Project entitled Shade Cover Police Shooting Range, hereinafter referred to as "The Project" or "The Work," in accordance with and as more fully described in the Notice of Call for Bids, Specifications, Drawings, Bid Form, Bid Security, Performance Bond, Labor and Material Bond, and Addenda thereto, if any, hereinafter referred to as "Contract Documents," all of which are incorporated herein by reference and made a part hereof as though set forth in full.

2.0 PERFORMANCE STANDARD

The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. "Completion" includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may be. The Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades and levels before commencement of performance and whenever necessary during the progress thereof.

3.0 CONTRACT TIME

Contractor hereby fixes the time for completion of all Work required to be within 90 days beginning with the day following the starting date specified in the Notice to Proceed. Upon failure to complete the Work within the time specified, Contractor shall pay the amount of \$50.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by Chino Valley for failure to complete the Work within the specified time.

4.0 SUBCONTRACTORS

The names of subcontractors submitted at the time of the submission of the bid to Chino Valley shall be assumed to be the subcontractors which Contractor shall use for Work required to be done under the Contract Documents. Contractor shall make no substitution for any subcontractor, person, or entity previously selected if Chino Valley makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Chino

to such substitution. Contractor shall not contract with any subcontractor to whom Chino Valley has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

5.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent or employee of Chino Valley. Contractor shall supervise and direct the Work to be done, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

6.0 LABOR AND MATERIALS

Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

7.0 TAXES

Contractor shall pay all licenses, sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than Chino Valley.

8.0 PERMITS AND FEES

Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

9.0 BONDS

Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

- 9.1 A Performance Bond: In an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.

- 9.2 A Payment Bond: In an amount equal to the full Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.
- 9.3 Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 9.4 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 9.5 Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

10.0 SUPERINTENDENT

Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent and be the agent of Contractor and communications given to the Superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

11.0 PROGRESS SCHEDULE

Contractor, immediately after entering into the Contract, shall provide Chino Valley with any requested scheduling information and a proposed Progress Schedule for performance of the Work in a form acceptable to Chino Valley providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other Contractors or Subcontractors on the Project. Said Progress Schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by Chino Valley. The Notice to Proceed will be considered issued on the date it is sent to Contractor by certified mail, telefacsimile or delivered to him in person.

12.0 DRAWINGS AND SAMPLES

Contractor shall furnish within three (3) working days following request therefore by Chino Valley detailed drawings of the Work and samples of materials required for the performance or

coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

13.0 ERRORS IN THE PLANS

The plans and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions and verify all vertical and horizontal controls using the nearest benchmark before beginning the Work. If any errors or omissions are discovered, Chino Valley's Representative shall be so notified in writing. Chino Valley's Representative shall immediately notify the Project's Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from an adjustment made by contractor shall be paid by Contractor at his own expense.

14.0 CHINO VALLEY'S RIGHT TO STOP, CARRY OUT OR CORRECT THE WORK

If at any time during the performance of the Work it appears to Chino Valley, in its sole discretion, that Contractor will not complete the Work within the Contract Time and pursuant to the Progress Schedule, or if the manner in which Contractor carries out its obligations interferes with the ability of other contractors or workers to perform work on the same site, Chino Valley shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work. Such taking over shall not constitute or be construed as a waiver by Chino Valley of any action, claim or demand Chino Valley may have against Contractor by reason of injury or damage resulting to Chino Valley because of Contractor's failure of performance hereunder. Contractor shall pay to Chino Valley a sum equal to Chino Valley's total cost of completing such Work, and a sum for reasonable attorneys' fees and litigation expenses in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and ten to the extent only, such delay is excused by Chino Valley in writing.

15.0 WARRANTY

Contractor warrants to Chino Valley that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, Contractor shall replace such Work at no cost to Chino Valley. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Chino Valley may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by Chino Valley, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16.0 INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless Chino Valley, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor's duty to indemnify and hold harmless Chino Valley, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement
- 16.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

17.0 INSURANCE

- 17.1 Contractor shall secure and maintain throughout the term of this Contract, the following insurance in the name of Contractor, naming Chino Valley as additional insured with respect to claims which may arise out of or result from Contractor's acts, operations or negligence or those of its subcontractors, or anyone directly or indirectly employed by any of them including officers, employees, agents or representatives for matters related to this Contract. The coverage shall be provided on an "occurrence" basis rather than a "claims made" basis, shall be provided without offset against Chino Valley's existing insurance and provide for a minimum of thirty (30) calendar days' notice to Chino Valley prior to cancellation, reduction in coverage or other substantial modification. Contractor shall provide a Certificate of Insurance which sets forth the following minimum amounts and types of coverage:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT NOT LESS THAN</u>
Workers' Compensation	Statutory
Employers Liability	\$100,000 each accident \$100,000 disease each employee \$500,000 disease aggregate

<u>TYPE OF COVERAGE</u>	<u>AMOUNT NOT LESS THAN</u>
Commercial General Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage)	\$1,000,000 per occurrence \$2,000,000 aggregate combined single limit
Automobile Liability (including owned, hired and non-owned coverages)	\$1,000,000 combined single limit
Builders "All-risk"	Completed Value (at least 100% of the Contract)

- 17.2 Contractor shall submit to Chino Valley proof of the required insurance upon executing this Contract. Such proof of insurance shall include the Project Name, Project Number and Contract Number. Contractor shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and "Best Rated A" or better by the A.M. Best Company, or which are otherwise acceptable to Chino Valley. Contractor shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by Chino Valley.
- 17.3 Chino Valley shall not be obligated to review any of the Contractor's Certificates of Insurance, insurance policies or endorsements or to advise Contractor of any deficiencies in such documents and any receipt of copies or review by Chino Valley of such documents shall not relieve Contractor from or be deemed a waiver of Chino Valley's right to insist on strict fulfillment of Contractor's obligations under this paragraph.
- 17.4 The insurance coverages referenced above shall apply to all operations of Contractor related to the Project which are undertaken by the insured, subcontractors or their employees and agents during the life of this Contract. These policies shall not expire until all Work has been completed and the Project has been accepted by Chino Valley. If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to Chino Valley not less than thirty (30) calendar days prior to expiration date.

18.0 CHANGE ORDERS

A change order is a written order to Contractor signed by Chino Valley's Representative or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A change order signed by Contractor indicates his agreement therewith. Chino Valley, without invalidating the Contract, may order changes in the Work, in the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time

being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the Contract Documents. Chino Valley's Representative shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on Chino Valley and Contractor. Contractor shall carry out such written orders promptly. Verbal information obtained from any officer, agent or employee of Chino Valley or any other person shall not affect the obligations assumed by Contractor or relieve Contractor from complying with any of the terms of the Contract Documents. No additional changes will be made to the Contract without prior written authorization from Chino Valley pursuant to approved change order. Any change in the terms of the Contract Documents shall only occur as a result of an approved change order or written modification or amendment approved by mutual consent of Chino Valley and Contractor. If Contractor claims that any changes ordered by Chino Valley involve extra cost under the Contract Documents, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Chino Valley's Representative of such claim, and before proceeding to execute the Work.

19.0 DISPUTED WORK

If, pursuant to Paragraph 18, Contractor claims changes ordered by Chino Valley involve extra cost, Contractor shall nevertheless perform the same if directed to do so by Chino Valley. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor shall, prior to proceeding with the Work, notify Chino Valley in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra"). The notice in that circumstance shall be given not later than ten (10) working days after the tender of payment by Chino Valley to Contractor of the reduced amount (or amount for the nondisputed "extra") as computed by Chino Valley. Failing such written protest, it shall be deemed that Contractor has acquiesced to Chino Valley's contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed "extra") is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

20.0 PAYMENTS AND COMPLETION

In consideration of the complete and timely performance of the Work, subject to changes as provided by an approved Change Order, Chino Valley shall pay Contractor the Contract Sum of Sixty Three Thousand Two Hundred Seventy Six Dollars and Sixty Eight Cents (\$63,276.68). If the Contract Documents contain an engineer's estimate of the quantities of material required for the Work and expressly provide for an adjustment to the Contract Sum for actual quantities, the final Contract Sum will be adjusted according to actual field measurements of installed materials multiplied by the Contractor's per unit prices. All such measurements are subject to confirmation by Chino Valley. In all other cases, no adjustment will be made to the Contract

Sum except by approved Change Order. The terms of this paragraph shall be governed by A.R.S. § 34-221 and any amendments thereto which is hereby incorporated by reference. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Chino Valley's Representative shall promptly make a final inspection and, when Chino Valley's Representative finds the Work acceptable under the Contract Documents, he shall promptly approve a certificate for payment stating that upon his knowledge, information and belief and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retained percentage determined under A.R.S. § 34-221 shall become due until Contractor submits to Chino Valley all required data establishing payment or satisfaction of all Contractor's obligations.

21.0 PROTECTION OF PERSONS AND PROPERTY

- 21.1 Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Project from damage, loss, or injury resulting from operations under this Contract by Contractor or any other party with whom Contractor has subcontracted. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Project suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall not disturb nor displace any protection installed by others.
- 21.2 Contractor's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by Chino Valley, traffic shall be permitted to pass through the Work area. Contractor shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.
- 21.3 Contractor will coordinate and schedule off-duty police officers with the Town of Chino Valley as a part of Contractor's traffic control work. Chino Valley will pay for the officers directly with no payment to Contractor for this item. Contractor will be required to present an overall estimate of off duty officer hours required with the submission of his master schedule for the project. Officers charge a minimum of four hours to the project if scheduled. In the event that Contractor fails to prosecute the work in a timely and orderly fashion, Chino Valley shall notify Contractor and reserves the right to negotiate a corresponding deductive change order with Contractor based upon the cost of \$65/hour/officer that Chino Valley will incur for the off duty officers.
- 21.4 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 21.5 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and

pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of Chino Valley, are required.

22.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona.

23.0 SUCCESSORS AND ASSIGNS

Chino Valley and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Chino Valley.

24.0 SERVICE OF NOTICE

All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

CHINO VALLEY:

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

CONTRACTOR:

Shawn Moreland
 Hot AZ Hell Welding
 992 E. Road 4 North
 Chino Valley, AZ 86323

25.0 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

26.0 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Chino Valley or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing.

27.0 TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. Contractor shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Chino Valley or by any employee of Chino Valley or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay caused by Chino Valley, or by any other cause which Chino Valley determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as Chino Valley may determine. Any claim for extension of time shall be made in writing to Chino Valley's Representative not more than five (5) working days after the commencement of the delay; otherwise said claim shall be waived by Contractor. In the case of a continuing delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

28.0 TERMINATION BY CHINO VALLEY

If Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then Chino Valley, upon certification by Chino Valley's Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving Contractor and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method he may deem expedient. In such case, Contractor shall not be

entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to Contractor; if such costs exceed the unpaid balance, Contractor shall pay the difference to Chino Valley. The amount to be paid to Contractor or to Chino Valley, as the case may be, shall be certified by Chino Valley's Representative and this obligation for payment shall survive the termination of the Contract.

29.0 CONFLICT OF INTEREST

This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

30.0 LITIGATION

Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

31.0 PROTECTION OF PERSONS AND PROPERTY

Contractor shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded. If an unsafe condition arises or exists during the progress of the Work, or if Chino Valley has reason to believe an unsafe condition exists, Contractor shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition. Neither Contractor nor any subcontractor shall trespass upon private property. Contractor shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of Contractor or subcontractors completing this Work. Contractor shall ensure that both Contractor and subcontractors comply with the laws and regulations of Chino Valley, County and State relating to the safety of persons and property. Contractor will be held responsible for any injury or damage to persons or property caused by Contractor or subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance. Contractor shall protect against injury or damage to pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. Contractor shall be responsible and liable for any injury or damage to such pipes, structures and property.

32.0 IMMIGRATION LAW COMPLIANCE WARRANTY

- 32.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A).

Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

- 32.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 32.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Chino Valley at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 32.4 Chino Valley retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 32.5 If state law is amended, the parties may modify this paragraph consistent with state law.

33.0 EQUAL TREATMENT OF WORKERS

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

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
Town Attorneys

CONTRACTOR

By: _____
Title: _____

BID FORM

FOR: TOWN OF CHINO VALLEY
202 North State Route 89
Chino Valley, Arizona 86323

Bid of HOT AZ. HELL WELDING,

Contractor's License No. 225494

A corporation organized and existing under the laws of the State of AZ.; or a partnership consisting of 1, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL
Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS
PROJECT MANUAL AND DETAILS
DRAWINGS

ADDENDA No. 1 dated 10/7; No. dated
No. dated ; No. dated
No. dated ; No. dated

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by Frost Structural Engineering and Special Conditions for the consideration hereinafter set forth.
2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of

this Contract and to deliver executed Bonds and Insurance Certificates to Chino Valley's representative within ten (10) working days following the issuance of the Notice of Award.

4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Chino Valley to substitute another subcontractor or supplier.
5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.
6. The undersigned agrees that time is of the essence and Chino Valley will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractor shall fail to complete the Work:

Substantial completion - \$ N/A per calendar day

Final completion - \$50.00 per calendar day

7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Chino Valley, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.

Project Name:
Project No:
Contract No:

NAME OF BIDDER: HOT AZ. HELL

**TOWN OF CHINO VALLEY
BID SCHEDULE**

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Concrete Base	1	Each	45,000 ⁻	45,000 ⁰⁰
2	Steel Shade Cover	1	Each	12,276 ⁶⁸	12,276 ⁶⁸
3	Town Directed Work				\$3,000.00
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
	BASE BID SUBTOTAL				60,276 ⁶⁸ XX

Project Name:

Project No:

Contract No:

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
	ALTERNATIVE BID ITEMS	,			
24	ALTERATE SIDEWALK	1	EA.	3,000 ⁻	3,000 ⁻
25					
26					
27					
29					
30	BID ALTERNATIVE 1 SUBTOTAL				

Total Base Bid Price \$ 60,276⁶⁸

Total Alternative 1 Price \$ 3,000⁰⁰

TOTAL BID PRICE \$ 63,276⁶⁸

This is a lump sum contract.

In the event a contract is awarded, the Town may, at its sole option, elect as follows:

1. Award the Base Bid only; or
2. Award the Base Bid plus Bid Alternative 1

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Chino Valley.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

Dated this 15 day of OCTOBER, 20 13.

HOT AZ HELL WELDING

Name of Bidder (Company)

992 E RD. 4 NORTH

Address of Bidder

CHINO VALLEY AZ 86323

City, State, Zip Code

(928) 713-4749

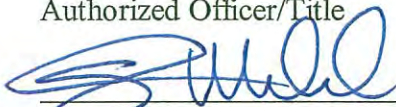
Area Code/Telephone Number

(928) 443-9122

Area Code/Fax Number

SHAWN MORELAND / PRESIDENT

Authorized Officer/Title



Authorized Officer Signature

(I) (We), the undersigned (Corporate Secretary) (Partners), hereby certify that the above-named Officer is hereby authorized to execute all documents relative this bid and the administration of this bid for and on behalf of the Company named above.

Corporate Secretary (signature) or

Partner Signature

Partner Signature

Project Name: Police Shooting Range Shade Cover

Project No: 2013-4

Contract No: N/A

COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)

BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, (hereinafter "Principal"), and the _____, a corporation duly organized under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Chino Valley, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Chino Valley, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for _____.

NOW, THEREFORE, if Town of Chino Valley shall accept the Proposal of the Principal and the Principal shall enter into a Contract with Town of Chino Valley, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to Town of Chino Valley the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which Town of Chino Valley may in good faith Contract with another party to perform the Work covered by the Proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness:

Surety

Title

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

Witness:

Address of Surety:

* Attach Power of Attorney

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

BIDDERS' QUESTIONNAIRE

[To be submitted with Bid]

Organizational Information

BIDDER: SHAWN MORELAND
(Bidder's name)

Submitted by:

Name of Organization: HOT AZ HELL WELDING

Name of Individual: SHAWN MORELAND

Title: President

Address: 992 E RD 4 NORTH

CHINO VALLEY AZ. 86323

Telephone: (928) 713-4749

I. Bidder's General Business Information

Check If: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation:

FEB 2006

AZ.

b. List of Executive Officers:

Name

Title

SHAWN MORELAND PRESIDENT

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

If Partnership:

- a. Date and State of Organization:

- b. List of Current General Partners:

Name

Title

- c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited

☐ Other (describe):

If Joint Venture:

- a. Date and State of Organization:

- b. Name and Address of Owner or Owners:

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563?

☐ Yes ☐ No

If yes, show names and addresses of affiliated companies:

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: NATIONAL BANK OF ARIZONA

Address: 1055 Iron Springs Rd
Prescott Az. 86305

Account Manager: Julie Slay

Telephone Number: (928) 541-3680

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

Similar Projects
(Use Separate Sheets as needed)

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: HOT AZ HELL WELDING
 (Bidder's name)

a. Name of Similar Project #1: CITY OF PRESCOTT TRANSFER STATION

b. Contracting Party (Owner):
 Name: CITY OF PRESCOTT
 Address: _____
 Telephone Number: (____) _____

c. If Joint Venture, names of each participant:
MONTANA BUILDERS

d. Contract Price: \$ 98,600

e. Description of Similar Project #1: 1800 sq. ft METAL BUILDING

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Chino Valley.)

f. Construction Manager(s) during the Similar Project #1:
 Name: _____
 Address: _____
 Telephone Number: (____) _____

g. Start date (notice to proceed issued): NOV 1, 2008

h. Completion date provided for in the Contract: 90 DAYS

i. Substantial completion date (approved by Owner): 45 days

j. Reasons why work was completed early, or why delays occurred:
JOB WENT WELL

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

- k. Final price paid by Owner for the Similar Project #1: \$ 98,400
- l. If final price was 10% less or more than the original Contract Price, describe why:

- m. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

- n. Did Owner file a lawsuit against Bidder concerning performance?
 Yes _____ No X If so, what was the result? _____

- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No X Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.

Project Name: Police Shooting Range Shade Cover

Project No: 2013-4

Contract No: N/A

Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER: HOT AZ HELL WELDING
 (Bidder's name)

- a. Name of Similar Project #2: USFS THUMB BUTTE PARK RESTORATION
- b. Contracting Party (Owner):
 Name: FOREST SERVICE
 Address: _____
 Telephone Number: (____) _____
- c. If Joint Venture, names of each participant:
MONTANA BUILDERS

- d. Contract Price: \$140,000
- e. Description of Similar Project #2: BUILD 3 STEEL REMADAS

(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by GILBERT.)

- f. Construction Manager(s) during the Similar Project #2:
 Name: _____
 Address: _____
 Telephone Number: (____) _____
- g. Start date (notice to proceed issued): MAR. 2009
- h. Completion date provided for in the Contract: 160
- i. Substantial completion date (approved by Owner): 60
- j. Reasons why work was completed early, or why delays occurred:
EXCEEDED EXPECTATIONS OF FORECASTED
SCHEDULE

Project Name: Police Shooting Range Shade Cover

Project No: 2013-4

Contract No: N/A

- k. Final price paid by Owner for the Similar Project #2: 141,000
- l. If final price was 10% less or more than the original Contract Price, describe why:

- m. Describe any large cost over-runs (claims in excess of \$ _____) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

- n. Did Owner file a lawsuit against Bidder concerning performance?
Yes _____ No X If so, what was the result? _____

- o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

- p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No X Describe:

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract

Personnel/Subcontractor Qualifications

BIDDER: HOT As HELL Welding
(Bidder's name)

- a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

CERTIFIED welder
CERTIFIED STRUCTURAL ERECTION

- b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

yes

- c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

NONE

- d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

Hwy 89
TOWN of CHINO GAS LINE
IRON Springs

- e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes X No _____. (Chino Valley may request additional information concerning subcontractors' past performance, personnel, equipment, licenses, and other pending projects)

- f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors?

Secondary Subs

Project Name: Police Shooting Range Shade Cover

Project No: 2013-4

Contract No: N/A

- g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes ☒ No ☐. Please describe. (Chino Valley does not consider mere labor shortage to qualify as force majeure.)

- h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes ☐ No ☒. If yes, described circumstances: _____

Project Name: Police Shooting Range Shade Cover
Project No: 2013-4
Contract No: N/A

Equipment

BIDDER: HOT AZ HELL WELDING
(Bidder's name)

- a. Does Bidder own equipment necessary to complete the work if awarded the Contract?
Explain:

Yes

- b. Will any equipment need to be rented or leased by Bidder? Explain:

No

**TOWN OF CHINO VALLEY, ARIZONA
AUTHORIZED SIGNATURE FORM**

WHEREAS, _____, an _____ corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the
HOT AZ HELL WELDING that SHAWN MORELAND
 (Corporate Name) (Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said corporation/company the following documents:

- | | |
|-----------------|---|
| 1. The Contract | 5. Change Orders |
| 2. The Bond | 6. All other papers necessary |
| 3. Payrolls | for the conduct of the corporation's |
| 4. Claims | affairs and the execution of the Contract |

The above-named person(s) is/are granted the authority and duties herein referenced for the duration of the Contract for this Project or until express notice of revocation has been duly given in writing, whichever is the lesser period.

DATED and passed by the Board of Directors this ____ day of _____,
 20____.

(Signature of Persons Authorized to Sign)

(Title)

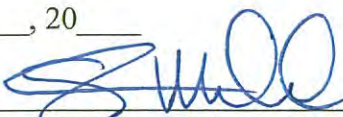
(Document No.)

CERTIFICATE

STATE OF Arizona)
) ss.
County of Yavapai)

I, SHAWN MORELAND of the HOT AZ. Heli Welding a corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on _____, 20____, and that the same is in full force and effect at this time.

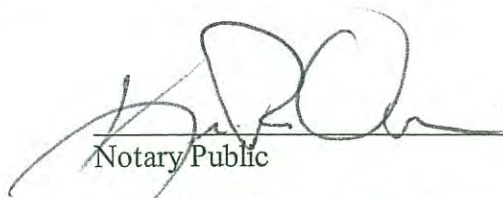
DATED _____, 20____


(Officer of Corporation)

(Seal of Corporation)

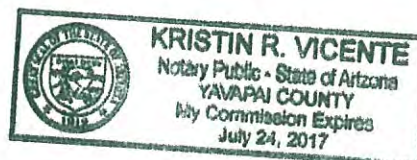
STATE OF Arizona)
) ss.
County of Yavapai)

This instrument was acknowledged before me this 16 day of October, 2013 by Shawn Moreland, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.


Notary Public

My Commission Expires:

7/24/2017



PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
 TITLE 34, CHAPTER 2, ARTICLE 2,
 OF THE ARIZONA REVISED STATUTES
 (Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
 "Principal"), and _____, a
 corporation organized and existing under the laws of the State of _____, duly
 licensed in and holding a certificate of authority to transact surety business in the State of Arizona
 issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1,
 (hereinafter "Surety"), as Surety are held and firmly bound unto the Town of Chino Valley,
 County of Yavapai, State of Arizona in the amount of _____ Dollars
 (\$ _____), for the payment of which, the Principal and Surety bind themselves, and
 their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
 presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of
 Chino Valley, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
 Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
 agreements of the Contract during the original term of the Contract and any extension of the
 Contract with or without notice to the Surety, and during the life of the guaranty required under
 the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
 and agreements of all duly authorized modifications of the Contract that may hereinafter be made,
 notice of which modifications to the Surety being hereby waived, the above obligation is void.
 Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title
 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be
 determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised
 Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable
 attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
 requirements of A.R.S. Section 7-101 are satisfied.

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

Witness our hands this _____ day of _____, 20__.

 PRINCIPAL SEAL

By _____

 SURETY SEAL

By _____

Address of Surety:

 AGENT OF RECORD

 AGENT ADDRESS

* attach Power of Attorney

LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
 TITLE 34, CHAPTER 2, ARTICLE 2,
 OF THE ARIZONA REVISED STATUTES
 (Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter
 "Principal"), as Principal and _____, a corporation
 organized and existing under the laws of the State of _____, duly licensed in and
 holding a certificate of authority to transact surety business in the State of Arizona issued by the
 Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
 "Surety"), as Surety are held and firmly bound unto the Town of Chino Valley, County of
 Yavapai, State of Arizona in the amount of _____ Dollars
 (\$ _____), for the payment of which the Principal and Surety bind themselves, and their
 heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
 presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of
 Chino Valley, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
 Principal promptly pays all monies due to all persons supplying labor or Materials to the Principal
 or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this
 obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title
 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be
 determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2,
 Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable
 attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
 requirements of A.R.S. Section 7-101 are satisfied.

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

Witness our hands this _____ day of _____, 20__.

 PRINCIPAL

 SEAL

By _____

 SURETY

 SEAL

By _____

Address of Surety:

 AGENT OF RECORD

 AGENT ADDRESS

* Attach Power of Attorney

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT

Project Name:

Contract No:

Contract Amount: \$

Effective Date:

P.O. Number:

Council Approval:

Project Number:

Liquidated Damages: \$ ___/day

Substantial Completion Date:

Final Completion Date:

Item Number:

This letter serves as _____, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project's purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule and a summary of the project status.
2. A completed "Application and Certification for Payment", on approved Chino Valley format.
3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact _____ at (928) ____ - ____.

Sincerely,

 [NAME, TITLE]

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by _____,
 this ____ day of _____, 20__.

By _____

Title _____

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

CHANGE ORDER NO. _____
(Contractor)

PROJECT:
 DATE:
 OWNER: Town of Chino Valley
 PROJECT NO:
 CONTRACT NO:
 CONTRACTOR:
 CONTRACT DATED:

CHANGES: The Contract is changed as follows: (Insert brief description)

COST/TIME: Original Contract Sum: \$ _____
 Previously Authorized Change Orders: \$ _____
 Contract Sum prior to this Change Order: \$ _____
 Change Order # ___ Amount: \$ _____
New CONTRACT SUM: \$ _____

CONTRACT TIME will be increased by:
 SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

CONTRACTOR:	_____	_____
	(Name)	(Date)
CHINO VALLEY	_____	_____
	(Name)	(Date)

Not valid until signed by Chino Valley. Signature of Contractor indicates acceptance, including CONTRACT SUM and CONTRACT TIME.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this Change Order represents the entire and complete adjustment of the Contract Price and Contract Time for the changes set forth in this Change Order. The adjustment of the Contract Price includes all direct costs of labor materials, services and equipment to complete such changes as well as any and all indirect costs of impacts, delays, interference or hindrances in performing, providing and completing the changes set forth in this Change Order. The adjustment of the Contract Time includes all adjustments of time necessary to perform, provide and complete the changes set forth in this Change Order and any and all impacts, delays, interference or hindrances in performing, providing and completing the changes.

Project Name: Police Shooting Range Shade Cover
 Project No: 2013-4
 Contract No: N/A

**TOWN OF CHINO VALLEY, ARIZONA
 CONTRACTOR'S AFFIDAVIT
 REGARDING SETTLEMENT OF CLAIMS**

PROJECT _____

To Town of Chino Valley, Arizona
 _____ Department:

The undersigned hereby certifies that (1) all lawful claims for Materials, rental of equipment and labor used in connection with the construction of the above Project, whether by Subcontractor or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for Materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described Project. The undersigned further agrees to indemnify and save harmless Town of Chino Valley against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Chino Valley may suffer arising out of the failure of the undersigned to pay for all labor performance and Materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20____.

 Contractor

By _____

STATE OF ARIZONA)
) ss.
 County of Yavapai)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20____.

 Notary Public

My Commission Expires:

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-1.01.:

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS
Police Shooting Range Shade Cover Project 2013-4

1. All work shall conform to the structural drawing by Richard Frost dated 7/22/2013 and these special conditions.
2. Contractor to provide detail of the special flashing needed to prevent water from entering around the 2 by 2 inch guard rail posts, see detail on sheet 3.8 #6 keynote.
3. All welds shall receive special inspection by the structural engineer. This inspection to be supplied by the owner.
4. Concrete and reinforcement shall be in accord with the plans. All concrete shall be cured with a white curing compound or other suitable method approved by the Town of Chino Valley.
5. No concrete shall be placed if the temperature is below 40 degrees or 40 degrees and falling. All concrete placed in cold weather shall be protected for a minimum of four days with insulation approved by the Town of Chino Valley.
6. The 4 inches of AB placed under the concrete pad shall extend 12 inches outside of the concrete base and shall be compacted to 95% of standard proctor. The AB shall meet Yavapai County standards.
7. All steel for the reinforcement shall be stored on a raised platform and not placed on the dirt.
8. All reinforcement shall be tied and placed on appropriate supports to achieve required height.
9. Concrete surface shall receive a broomed finish.
10. A suitable closure shall be placed between the two different roof slopes to prevent someone from falling. See sheets 3.3 and 3.2. Contractor shall present a detail to the Town of Chino Valley for review and approval.
11. The price for the alternate sidewalk shall include the deduction for eliminating the concrete footing as shown on sheet 3.6 of the plans and for the extension of the base outside of the concrete pad on the side where the sidewalk will be placed.
12. This project is a lump sum bid amount with one alternate.

IMPORTANT NOTICE
YOU MUST:

- REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS.
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS.
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

Hot Az Hell Welding and Fabrication LLC

900 Adair Dr
Chino Valley, AZ 86323-6334

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 10/31/2014
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Hot Az Hell Welding and Fabrication LLC



CONTRACTORS LICENSE NO 225494 CLASS L-56
Welding

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



Surety Bonding Services, Inc.

2109 McCulloch Blvd #3
Lake Havasu City, AZ 86403

(928) 639-1751
(480) 304-3015 fax

Invoice No. 13-3052
Date: November 20, 2013

Bond No. TBD

Principal: Hot AZ Hell Welding & Fabrication LLC 992 E Road 4 North Chino Valley, AZ 86323		Bond Type: PAYMENT/PERFORMANCE BOND
Obligee: Town of Chino Valley 1020 West Palomino Road Chino Valley, AZ 86323		
Bond Amount:	\$63,276.68	Type of Rider: N/A
Final Contract Amount	\$	Subcontract Number:
Premium Amount:	\$ 3,796.60	Project Name: Police Shooting Range Shade Cover
Broker Fee	\$ 150.00	Project No: 2013-4
AMOUNT DUE	\$ 3,946.60	

TERMS: FEES ARE DUE AND PAYABLE UPON PRINCIPALS RECEIPT OF INVOICE. Bond Premium is based on **final contract amount, this includes all change orders**. Bond Premium and/or fees are fully earned upon issuance of bond(s). Sureties shall default Principal and notify Beneficiary of default if the bond fees are not paid to Sureties as set forth in this paragraph.

✂

PRINCIPAL:
Hot AZ Hell Welding & Fabrication LLC
992 E Road 4 North
Chino Valley, AZ 86323

BOND NO. TBD
Payment/Performance
Town of Chino Valley

YOUR AGENT IS (PLEASE MAKE CHECK PAYABLE TO:)		
SURETY BONDING SERVICES, INC.	[]	PREMIUM
2109 McCulloch Blvd #3		\$3,946.60
Lake Havasu City, AZ 86403		BOND TERM
		1 year

Surety Bonding Services, Inc.



November 20, 2013

Shawn Moreland
Hot AZ Hell Welding and Fabrication LLC
992 E Road 4 North
Chino Valley, AZ 86323

RE: Town of Chino Valley
Police Shooting Range Shade Cover

Dear Shawn,

This letter is for the purpose of extending a final offer and approval for the payment and performance bonds for the above referenced. The approval terms and conditions are as follows:

- 1) Bond amount not to exceed \$63,276.68
- 2) Bond will be for the purpose of securing the contract of the same amount with the Town of Chino Valley, Arizona, for the construction of the Police Shooting Range Cover, Project No. 2013-4.
- 3) Arizona Statutory Payment and Performance bonds will be acceptable, per the contract.
- 4) Original GIA and collateral agreements signed and executed, as supplied by the surety/broker, will be required prior to issuance of the bond.
- 5) Collateral in the form of a cashier's check in the amount of 35% of the contract value (\$22,147.00) will be required to be received by the surety/broker prior to issuance of the bond.
- 6) The bond premium is 6% of the contract value (\$3,796.60). Payment in full will be required to be received by the surety/broker simultaneous with the issuance of the bond.
- 7) Broker fee in the amount of \$150.00, made to Surety Bonding Services Inc. Payment in full will be required to be received by the surety/broker simultaneous with the issuance of the bond.
- 8) The bond will be only for the duration of completion of the contract . No additional warranty periods are included.
- 9) Bond approval is without Funds Control, regardless of what was previously discussed.

If these terms and conditions are acceptable, please respond as such to the email message to which this offer and approval are attached.

If there are any questions about this matter, please let me know
Sincerely,

Katherine L Robinson
Bond Agent/Broker to principal
Surety Bonding Services Inc
President



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. c.

Meeting Date: 12/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Community Center

AGENDA ITEM TITLE:

Consideration and possible action to approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed \$34,255.00.

RECOMMENDED ACTION:

Approve the Agreement for Professional Consulting Services with California Skate Parks for design of the Town of Chino Valley Community Center Skate Park in an amount not to exceed \$34,255.00.

SITUATION AND ANALYSIS:

The Town of Chino Valley, at the direction of its insurance carrier, removed the Chino Valley Skate Park apparatuses. The existing skate park had not been designed in accordance with industry standards and posed a liability. This project will provide for the development of conceptual and final construction documents for the new Town of Chino Valley Community Center Skate Park in accordance with professional and industry standards.

California Skateparks (CSP) has developed and constructed hundreds of both skateboard and bicycle parks for many different agencies throughout the world. A summary of their projects can be seen on their website californiaskateparks.com.

The attached scope of work allows for the development of the conceptual skate park with the input of the various interested groups. CSP will then develop the final construction documents necessary for the Town to begin the creative construction processes that will bring the park to fruition. The Town will assure that the project is constructed in accordance with the engineering plans. The scope of services allow for CSP's oversight of the project sufficient to

allow them to issue the final construction certification stating that the project has been constructed in accordance with their design.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 13-63-5470

Available: \$34,255.00

Funding Source:

Funds to come from Parks Impact Fees.

Attachments

Exhibit C - Scope of Services

565_California Skate Parks Contract (2)

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
(Architects and Engineers)

THIS Agreement is entered into as of this 10th day of December, 2013, by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter referred to as “Town” and California Skateparks, hereinafter referred to as the “A/E.”

FOR THE PURPOSE of providing professional consulting services for the Town on the design of the Town of Chino Valley Skate Park Project, hereinafter referred to as the “Project,” Town and A/E do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the A/E. In consideration of the mutual promises contained in this Agreement, Town engages the A/E to render professional architect or engineering services, as applicable, set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The A/E shall do, perform and carry out the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work for this Project is set forth in Exhibit A. The A/E shall perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

1.3 Responsibility of the A/E.

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

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

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

1.3.4 A/E shall procure and maintain during the course of this Agreement insurance coverage required by Section 4 of this Agreement.

1.35 A/E shall designate Bill Minadeo, as Project Manager and all communications shall be directed to him. Key A/E Personnel are set forth in Exhibit B. "Key Personnel" includes the A/E employee who will place his license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation A/E shall first obtain the approval of Town.

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

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

1.3.8 A/E shall coordinate its activities with Town's representative and submit its reports to Town's representative.

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

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

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the A/E by placing at his disposal all available information concerning the site of the Project. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project. A/E shall be entitled to rely on the accuracy, adequacy and completeness of the information provided by the Town in the performance of the Services.

1.4.2 Town designates Ron Grittmann, P.E., as its Project Representative. All communications to Town shall be through its Project Representative.

1.5 Contract Term. The term of this Agreement shall be from December 10, 2013 through June 30, 2014. All services identified herein shall be completed to the satisfaction of the Town no later than July 31, 2014.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by A/E, including its subconsultant(s), shall be set forth in Exhibit D and shall not exceed \$34,255.00 unless agreed to in writing by the Town.

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

3. CHANGES TO THE SCOPE OF SERVICES

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

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect A/E. 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 A/E from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

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

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

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

4.10.2 A/E's insurance shall be primary insurance as respects performance of this Agreement.

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

4.11 Required Coverage:

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

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

4.11.3 Vehicle Liability: A/E shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence and \$2,000,000 aggregate; and minimum coverage of \$500,000 per occurrence/aggregate for property damage on A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's Services under this

Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance. Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

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

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

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

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, A/E shall indemnify and hold harmless Town, its officers, officials and employees from and against all liabilities, damages, losses and expenses (including reasonable attorney fees and court costs), caused by, arising out of, or resulting from the negligence, recklessness or intentional wrongful conduct of the A/E, its subconsultants, employees or any other persons used by A/E or its subconsultants (hereinafter collectively “A/E”) related to the Services in the performance of this Agreement. A/E’s duty to indemnify and hold harmless Town, its officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by A/E’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by A/E or used by A/E in the performance of this Agreement.

5.2 If any claim, action or proceeding is brought against Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, A/E shall reasonably cooperate with Town in the Town’s defense of those issues related to A/E’s Services. Town shall likewise cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Town may engage its own attorney to defend or assist in its defense.

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

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the A/E, terminate this Agreement in whole or in part with ten (10) days' notice, either for Town's convenience or because of the failure of the A/E to fulfill his contract obligations. Upon receipt of such notice and payment of all fees and expenses due to A/E for Services performed through the date of termination, A/E shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials by A/E in performing this Agreement, whether completed or in process, subject to the terms of this Agreement regarding document ownership. This Agreement may be terminated in whole or in part by A/E in the event of substantial failure by Town to fulfill its obligations.

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

7. ASSURANCES

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

7.2 Examination of Records. A/E agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of A/E involving transactions related to this Agreement. Such examination of records shall be upon reasonable notice to A/E of intent to examine, and done within normal business hours at the mutual convenience of Town and A/E.

7.3 Ownership of Document and Other Data. The Town acknowledges the A/E's construction documents, including electronic files, as instruments of professional service. Nevertheless, the construction documents prepared under this Agreement shall become the property of the Town upon payment in full of all monies due to the A/E, or, in the event of termination, payment in full of all monies due to the A/E at the date of termination. The Town shall not reuse or make any modification to the construction documents, nor use the documents for any other purpose other than for the stated project herein, without the prior written

authorization of the A/E. The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subconsultants (collectively, A/E) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized use, reuse or modification of the construction documents by the Town or any person or entity that acquires or obtains the construction documents from or through the Town without the written authorization of the A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated herein will entitle A/E to further compensation as agreed upon between the parties.

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

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

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

conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

6.7 A/E, with regard to the work performed in accordance with this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. A/E will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975 and Executive Order 2000-4.

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

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

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

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

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

TOWN:

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

A/E:

Bill Minadeo
California Skateparks
273 N. Benson Ave.
Upland, CA 91786

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

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

6.14 Corporate Protection. It is intended by the parties to this Agreement that the A/E's services in connection with the Project shall not subject the A/E's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Town agrees that

as the Town's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the A/E and not against any of the A/E's individual employees, officers or directors.

7. SUSPENSION OF WORK

7.1 Order to Suspend. Town may order the A/E, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Town. Town shall immediately pay A/E all fees and expenses for Services performed through the date of suspension.

7.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of A/E, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement. If the suspension continues for more than ninety (90) days, A/E may choose to terminate the contract without penalty.

8. INTERESTS AND BENEFITS

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

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

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

9. ASSIGNABILITY

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

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

TOWN OF CHINO VALLEY

By: _____
Chris Marley, Mayor

ATTEST:

By: _____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

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

A/E

By: _____
Its: _____

**EXHIBIT A
SCOPE OF WORK
FOR DESIGN-BID-BUILD PROJECT**

A. GENERAL

1. The Project is generally described as follows: Provide conceptual and final construction plans for the Town of Chino Valley Skate Park in accordance with the attached scope of services.
2. A/E shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by A/E under this Contract. A/E shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. If A/E is provided with a construction budget for the Project. A/E shall complete the design and construction documents, such that construction cost of the Project designed by A/E will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, A/E shall immediately notify Town. If the construction budget is exceeded, A/E shall value A/E the Project at no additional cost to Town.
4. A/E shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to Town for inclusion in the overall Project documentation.
5. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
6. All designs and specifications prepared by A/E shall comply with applicable engineering and design standards to include, but not be limited to industry standards **and** the Americans with Disabilities Act, as determined by permitting agencies.
7. If A/E provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and contract documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by A/E.
8. Time is of the essence in this contract.

EXHIBIT B
CONSULTANT'S KEY PERSONNEL AND SUBCONSULTANTS

KEY PERSONNEL:

SUBCONSULTANTS:

EXHIBIT C
SCHEDULE OF SERVICES

EXHIBIT D PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to A/E, as provided herein shall be in full compensation for all of A/E's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the A/E's hours and fee estimate for the Project. A/E's fee shall not exceed the amounts:

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

B. Method of Payment

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

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

C. Reimbursable Costs

A/E will be reimbursed for expenses up to a maximum amount of \$ 2,750.00. The items allowable for reimbursement are as follows:

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

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

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E **CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN	[]	
CONSULTANT	[]	
OTHER	[]	

PROJECT: _____	DATE: _____
OWNER: Town of Chino Valley	
CONSULTANT: _____	
AGREEMENT DATED: _____	

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and A/E.
Signature of A/E indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

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

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

The Contract Time will increase by _____

ACCEPTANCE STATUS:

A/E	Town of Chino Valley	
By _____	By _____	
Date _____	Date _____	



November 20, 2013

Chris Bartel

Chino Valley, Arizona

RE: Chino Valley Skatepark

Dear Chris,

SCOPE OF SERVICES

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

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

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

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

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

1.2 Data Collection (CSP/CITY)

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

1.3 Skate Park Flow and Skill Level Diagrams (CSP)

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

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

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

Task 1.0 Deliverables

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

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Skate Park Conceptual Layout Plans (CSP)

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

2.2 Develop Final Skate Park Schematic Master Plan (CSP/CITY)

- Develop (1) final park master plan based on conceptual layouts, design team input, City input, and public design workshop comments.

2.3 Preliminary Skate Park Cost Estimate (CSP)

- Determine preliminary cost for skate park.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

Task 2.0 Deliverables

- 2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.
- 2.2 Final skate park schematic master plan.
- 2.3 Preliminary costs for skate park based on current market conditions.

TASK 3.0-DESIGN DEVELOPMENT PHASE (50% City Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
 - To refine an estimate of probable construction cost and budget.
 - Upon review by the City of the Schematic Design plans, CSP shall prepare the Design Development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the Design Development documents will be incorporated into the work prior to the start of Construction Documents.
- 3.1 **Project Meeting #3 – DD Coordination (CSP/CITY) PHONE CONFERENCE**
 - CSP will make available to the City a copy of the final plan prior to project meeting.
 - Evaluate skate park plan for security, access and code compliance.
 - Review plan for innovation, value engineering, and review design schedule.
 - 3.2 **Materials Research (CSP)**
 - Identify proposed materials and furnishings to be used within the skate park project.
 - Identify all products by manufacturer and approximate cost.
 - 3.3 **Prepare Base Information (CSP)**
 - Prepare base information for inclusion in all future design documents.
 - CSP will coordinate drawings within our scope of work with Project Design Team members as updates become available.
 - 3.4 **Site Plan (CSP)**
 - Convey major site features relevant to the skate park's placement on site. Site survey will be provided by CITY.
 - 3.5 **Preliminary Skate Park Material Reference Plan (CSP)**
 - Identify all major amenities in the skate park Master Plan by keynote description.
 - Reference all major details, enlargements and sections.
 - 3.6 **Preliminary Layout Plan (CSP)**
 - Final location of skate park using horizontal coordinates, curve data & vertical elevations.
 - Enlarged layout plan for the skate park using horizontal coordinates, curve data & vertical elevations.
 - 3.7 **Axon Plan (CSP)**
 - CSP shall prepare a 3-D rendering of the skate park for the City & City.
 - 3.8 **Preliminary Grading and Drainage Plan & Coordination (CSP/ CIVIL ENGINEER)**
 - Proposed spot grades at necessary points to convey intended elevations and direction of flow by CSP.
 - Location and sizing of drainage structures, sizing and location of retention basins, invert and finish grades of drains by Civil Engineer.
 - 3.9 **General Skate Park Lighting Guidelines (CSP/ ELECTRICAL ENGINEER)**
 - CSP will provide general skate park lighting guidelines to the Electrical Engineer to aid in the design of appropriate lighting layout for the skate park. Electrical plans to be prepared by CITY hired Electrical Engineer.
 - 3.10 **Sections/Profiles Plan (CSP)**
 - Vertical sections at appropriate scale conveying the overall skate park design intent.
 - 3.11 **Construction Details (CSP/PROJECT DESIGN TEAM)**
 - Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.
 - 3.12 **Specifications (CSP/PROJECT DESIGN TEAM)**
 - Provide 50% specifications for all elements within this project that falls under this scope of work within the project limit work lines.
 - 3.13 **Preliminary Statement of Probable Construction Costs – 50% (CSP)**
 - Prepare cost estimate for the skate park within the project's limit of work.
 - 3.14 **50% City Review Submittal (CITY/CSP)**

- Submit 50% plan set, specifications, and construction estimate for review by City.
- It shall be the responsibility of the City to review all material and respond to CSP with any comments or questions in a timely manner.

3.15 Project Meeting #4 – DD Review (CSP/CITY) PHONE CONFERENCE

- City review of 50% submittal.

Task 3.0 Deliverables

- 3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
- 3.2 Cut-sheets and/or product samples for submittal to city for review and approval.
- 3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 50% plan set.
- 3.4+
 - (1) 24"x36" 50% plan set
 - (1) Set 50% Specifications
 - (1) Cost Estimate

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS (90%-100%)

Objectives:

- Upon review, by the City, of the Design Development documents, CSP shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary to build the entire skate park.
- Construction documents shall include, but not be limited to: layout, grading & drainage, materials and other plans as necessary to facilitate the construction of the proposed project.
- CSP will submit 90% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the City & Building Department to present to the City 100% final, professional sealed plans for bidding.

4.1 Project Meeting #5 – CD Overview (CSP/CITY) PHONE CONFERENCE

- Review approved Design Development drawings and Master Schedule.

4.2 90% Construction Documents (CSP/PROJECT DESIGN TEAM)

- CSP will finalize plans to facilitate construction of this skate park project. These 90% construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Grading and Drainage Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities

4.3 Statement of Probable Construction Cost – 90% (CSP/PROJECT DESIGN TEAM)

- Develop spreadsheet of all skate park improvement quantities and unit rates for probable construction cost.
- If necessary, CSP will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 90% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

4.4 90% Specifications (CSP/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications in CSI (Construction Specification Institute) format for all skate park construction.
- 4.5 100% Biddable & Permitted Construction Document Submittal (CSP/PROJECT DESIGN TEAM)**
- CSP will finalize plans to facilitate construction of this skate park project. These final construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Grading and Drainage Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities

Task 4.0 Deliverables

- 4.1 Three (3) sets of fully signed and sealed bid-ready improvement plans.
 - 4.2 Revised statement of probable costs.
 - 4.3 Revised specifications.
 - 4.4 Final submittal from CSP to the City's Project Managers shall include the following:
 - Original construction drawings.
 - Original technical specifications and table of contents in either PDF or Word format City to provide CSP with final submittal requirements.
 - Should the City request digital files of the work done for archiving purposes CSP will provide PDF files per City requirements. Electronic files are for City reference only. Construction shall be based on signed and sealed hard copy plans only.
- Submittals will be printed on One (1) set of Bond.
- Final signed and sealed submittal will be printed on Bond.

TASK 5.0-POST DESIGN SERVICES

BIDDING SERVICES

Objectives:

- Help the City during the bidding phase to provide project clarification to potential bidders.
- City will Issue any changes or value engineering during the project bidding phase.

5.1 Bidding Questions/Clarifications/Interpretations (CSP)

- During the bidding phase CSP shall provide all potential bidders with clarifications to any project related questions on CSP's skate park plans and specifications.
- City will document the results for each requested clarification and submit all answers to the City's elected Project Manager for distribution to all bidders.

5.2 Addenda (CSP)

- City will develop and provide the required project addenda during the project-bidding phase.

CONSTRUCTION OBSERVATION

Objectives:

- Aid the Cityt in determining in general if the Work is proceeding in accordance with the Contract Documents.
- City shall provide observation of the implementation of work designed by CSP within the construction documents. City will convey issues relating to CSP's work to CSP representative for evaluation and direction to the contractor.
- CSP will visit the site at one (1) specific critical points in the construction of the skate park and upon completion. CSP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work outside the scope of work.
- The cities role shall be to ensure that the contractor is performing the work in accordance with the contract documents and design intent. CSP shall not be responsible for construction means, methods, techniques, sequences for procedures, or for safety precautions in connection with work, or for the contractor's failure to carry out the work per local codes, ordinances, and guidelines.

5.3 Pre-Construction Conference (CSP) PHONE CONFERENCE

- CSP shall not be responsible for the acts or omissions of the contractor or any sub-contractors, or any of the contractors or sub-contractor's agents or employees, or any other persons performing any of the work. To insure that the intent of working drawings is carried out, at least five working days notice is required for approval of deviations of field changes related to the drawings and specifications prepared by CSP. Changes shall be approved in writing by CSP before the contractor is authorized to make those changes.

5.4 Progress Review/Inspections (CSP)

- Progress reports shall be provided following Metals, formwork, shotcrete site visit to the City indicating the progress of the project, quality of construction methods, specific problem areas and state of completion. These reports are for the sole purpose of assisting the City in its management of the construction process.
- CSP shall photograph work during site visits and include photos with each written progress report for the City's records.
- City shall review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents by CSP.
- The City shall have the final decision and approval on all matters related to design and construction. CSP shall make recommendations in matters relating to artistic/technical effect which will be final if consistent with the intent of the contract documents. CSP will make

recommendations to the City to reject work that does not conform to the contract documents and require special inspection or testing when deemed necessary.

- A CSP representative shall have access to the work at all times and shall make periodic visits to the site as scheduled below to become familiar with the progress and quality of the work to determine if the work is proceeding in accordance with the contract documents. The primary basis of on-site observations will be to guard the City against defects and deficiencies in the work of the contractor.

5.5 Substantial Completion Review (CSP)

- In addition, CSP shall not be responsible for the contractor's applications for payment. This will be the responsibility of the designated City Project Manager on all items designed and detailed by CSP.

5.6 Project Closeout (CSP)

- CSP shall conduct a final job walkthrough to insure the overall quality and construction quality is within industry standards. CSP will not be responsible for the contractor's applications for payment. This will be the responsibility of the designated City Project Manager on all items designed and detailed by CSP.

CSP VISITS - CONSTRUCTION OBSERVATION	ITEM
Shotcrete Review	#5.4
Project Close-out.....	#5.6

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- Proposal is based upon creating a master plan for the allocated skate park area. Construction documents will be created for (+/- 10,000-15,000 SF of Skatepark.)
- All written documents will be generated using Microsoft Word, Version 2007.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2007.
- All project scheduling will be generated using Microsoft Project 2007.
- The City will provide all existing digital files to CSP that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2011 format).
- All drawings will be reviewed and stamped by the necessary discipline retained by City. CSP will coordinate with Civil Engineer and Structural Engineer retained by the City. Architect, Landscape Architect, Electrical Engineer, Geotechnical Engineer, or any specialty consultants that may be required for the project are not part of this proposal.
- The City shall be provided with Adobe PDF files of technical specifications for all items covered under CSP's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.
- Data collected and methods used shall at a minimum be as follows:
 - Plan Processing Requirements – The City shall outline to CSP and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The City shall provide CSP with any specific details, title blocks, specifications, and/or document formatting required by the City. A Project Manager employed by the City shall be provided to assist CSP and the design team in the submittal and approval process during the entire duration of the project.
 - Budgeting – The City shall inform CSP of the proposed construction budget of this project.
 - Gather existing reports/studies/record drawings – The City shall provide CSP with all available information for water, sewer, electrical, and irrigation prior to the site visit. The City shall provide

CSP and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.

- Coordination of Utilities – The City shall provide CSP with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to CSP for each utility company involved in the project site.
- Survey and Mapping – The City shall provide CSP with a current survey locating all above and below ground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- Topographic Mapping – The City shall provide CSP with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, CSP can, upon the City's request, interview potential sub-consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.
- Geotechnical Report – City shall provide CSP with a current geo-technical report. It shall be the responsibility of the City to provide CSP with the report prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of CSP's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.

PROJECT CONDITIONS

- City Approvals. A written or verbal request by the City to commence each phase constitutes approval of prior design. Changes, directed and approved by City requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope or work are not included in this fee proposal.

FEES AND EXPENSES

1. All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment "A" and incorporated herein by this reference. Invoices will be mailed periodically from California Skateparks office and continuing through the contract period. All expenses, taxes, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by California Skateparks on behalf of City shall be billed as per the attached 2013 Hourly Rate Sheet, Attachment "B". The parties understand and agree that California Skateparks, acts as consultant and specialty subcontractor and not as a prime consultant, general partner, joint venture, limited partner, or project manager.

ATTACHMENT A

FEE SCHEDULE

1.0 Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees are lump sum not to exceed amounts. Reimbursable expenses are in addition to the fees listed below and will be billed as per Attachment "B".

Task - SCOPE OF SERVICES		FEE AMOUNT
1.0	Programming & Conceptual Design	\$4,750.00
2.0	Schematic Design Phase	\$7,550.00
3.0	Design Development (60%)	\$7,380.00
4.0	Final Construction Documents (90%-100%)	\$8,325.00
5.0	Bidding & Construction Observation	\$3,500.00
Total Design Fees		\$31,505.00
REIMBURSABLE EXPENSES (Not To Exceed Amount)		\$2,750.00
TOTAL DESIGN FEES		\$34,255.00

ATTACHMENT B

HOURLY RATE SCHEDULE Effective January 2013 through December 2013

HOURLY RATES

Project Manager	\$150
Professional Engineer	\$135
Project Planner	\$125
Construction Observation	\$100
Park Designer	\$95
Graphics/Web Designer	\$85
Cad Operator II	\$65
Administrative Assistant	\$55

Example of Direct Costs are as follows:

- Flights (based on coach fare rates)
- Car Rental (based on economy car rate and includes all applicable taxes, fees, insurance and fuel charges)
- Accommodations (not to exceed \$200/night)
- Mileage (paid at \$0.60/mi)
- Meals (\$50.00/per diem, per person)
- Parking Fees (airport, garage, &/or metered)
- Tolls
- Printing/Duplicating/Plotting/Blueprinting
- Phone/Fax
- Messenger
- Postage/Federal Express
- Graphics
- Photographs
- Models

DIRECT COSTS

Blueprinting, reproduction, messenger service and all other direct expenses will be charged as an additional cost plus fifteen-percent (15%).

SUBCONSULTANTS

A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

SALES TAX

Fees associated with this project do not include sales tax in those states where sales tax applies to professional services or gross receipts. The amount of applicable sales tax, if any, is additive to gross charges.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. d.

Meeting Date: 12/10/2013
Contact Person: Ron Grittmann, Town Engineer
 Phone: 928-636-2646 x-1223
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 5 minutes
Physical location of item: Community Center Park

AGENDA ITEM TITLE:

Consideration and possible direction to staff with regard to purchasing a bench for placement at the Community Center Park to honor the 19 Granite Mountain Hotshot Firefighters.

RECOMMENDED ACTION:

Direction to staff.

SITUATION AND ANALYSIS:

Staff has prepared two options for using a granite bench as a monument to the lost 19 Hotshot Firefighters this past summer. The first option is to work with a local granite provider (The Granite Guy) with a bench that would be 48" wide by 42" tall that would have the names of the firefighters and the logo engraved into the granite. The bench would be proposed to be black granite. The cost estimates for this bench including a concrete pad approximately 36" larger than the bench is \$3,000.00

The second is purchased granite bench from Quiring Monuments, a Seattle supplier. This bench would be 48" wide by 36" tall. The final cost is dependent on whether black granite or another color is chosen. Cost estimates for this bench including a concrete pad approximately 36" larger than the bench is \$3,000.00 to \$3,500.00.

Staff has no recommendation, but has provided these two options for Council's consideration.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

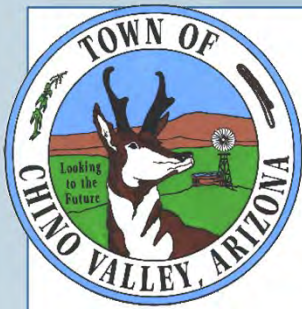
Available:

Funding Source:

This Item was not budgeted and would come out of Contingencies in the General Fund.

Attachments

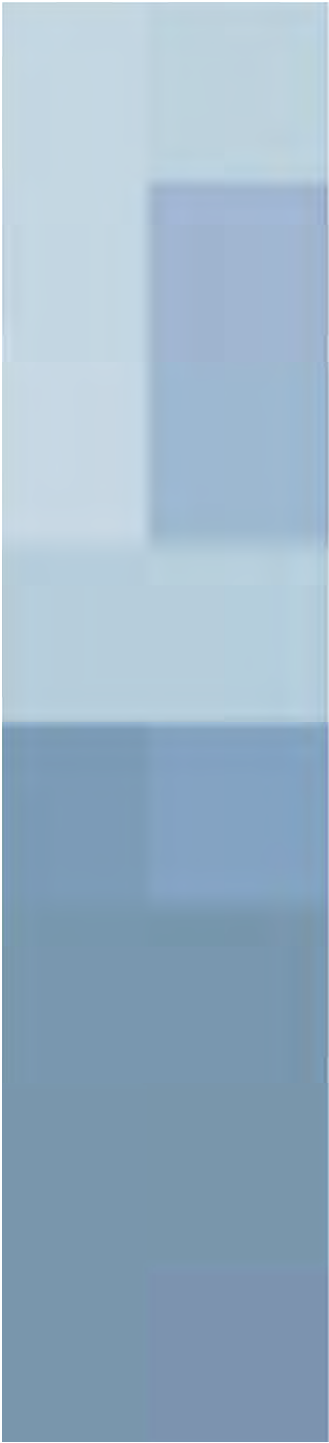
PowerPoint Presentation



Tribute to Granite Mountain Firefighters

Public Works Department

December 10, 2013

- 
- In August, the Council asked staff to develop bench that could be considered as a tribute to the 19 Granite Mountain firefighters who were killed this last summer.
 - Staff has developed the following alternatives.
 - One is a black granite bench with the firefighters names and the image that has come to symbolize the tragedy etched into the granite.



Garden Bench - Pewter G



Stone Benches



COPYRIGHT 2007 QUIRING MONUMENTS

For the Bench

- **The Granite Guy (Chino Valley)**
- The overall length is 48 inches and 42 inches tall
- Construction of the bench would be in black Granite
- Engineering and construction
- Total Costs \$2,000.00

Additional Costs:

- Additional costs would that would need to be included for either vendor chosen would include: Concrete slab \$250.00, and Engraving the bench \$ 250.00 – up.

For the Bench

- **Cornerstone Materials (Chino Valley)**
- The overall length is 48-60 inches, 24 inches tall, and 18" deep.
- Sandstone would be \$ 150.00-\$250.00
- **Additional Costs:**
- Additional costs would that would need to be included for either vendor chosen would include: Concrete slab \$250.00, and Engraving the bench \$ 250.00 – up.

For the Bench

- **Quiring Monuments (Seattle)**
- The overall length is 48 inches and 36 inches tall
- And the cost will depend in part on the color of the granites selected, by example Grey Granite would be \$ 1,608.00 Light Pink & Light Green granite would be \$ 2,192.00 Absolute Black granite would be \$ 2,360.00
- Plus shipping to AZ
- **Additional Costs:**
- Additional costs would that would need to be included for either vendor chosen would include: Concrete slab \$250.00, and Engraving the bench \$ 250.00 – up.

Questions???

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. e.

Meeting Date: 12/10/2013
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion and possible action with regard to setting guidelines for Council members to request staff projects.

RECOMMENDED ACTION:

None.

SITUATION AND ANALYSIS:

During Council's November 5 study session/retreat, Council discussed procedures that could improve relations and communications between Council members and staff. One procedure suggested for consideration was to set guidelines for what an individual Council member could request of staff in terms of staff time and resources, without having to go through formal Council action/direction to the Town Manager. One suggestion was that any request requiring two or more hours of staff labor should go through the Council action, while anything less than two hours could be asked of the Town Manager directly. The Mayor suggests discussion on this item and possible action to set such guidelines.

Council may want to consider codifying any such Rule in the Council Rules of Procedure, either at Section 10 Meeting Agendas and Preparation or possibly within a new Section. By way of examples, below is a list of what several other municipalities do:

- Prescott Valley – Fills the request; no restrictions.
- Dewey Humboldt – Fills the request, but advises town manager.
- Camp Verde – Fills the request; no restrictions. All such requests go through the Clerk's Office.
- Prescott – Advises council member of estimated time to complete and provides

information to all council members.

- Clarkdale – If request goes above and beyond guidelines in Public Service Handbook, council member speaks with the town manager and request is presented to the entire Council at a meeting for approval.
- Phoenix - Rules of Procedure, Rule 12 Use of Staff. No Council Member shall request any staff project requiring over eight hours of staff work without first seeking approval of the full City Council.

The Town attorney proposes the following language for the Council to consider:

"No Council Member shall request a project to be completed by Staff that is estimated to require more than eight hours of staff time to complete unless such project has first been approved by the Town Council at a public meeting."

The Town Manager would propose that any information generated in response to such requests would be provided to all Council members.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Rules of Procedure

**CHINO VALLEY TOWN COUNCIL
RULES OF PROCEDURE
SECTION § 30.067 OF THE CHINO VALLEY TOWN CODE**

Section 1. General Rules

The rules of parliamentary practice contained in the most recent edition of Robert's Rules of Order shall govern the council meetings in all cases to which they are applicable, provided they are not in conflict with these rules, the laws and regulations of the Town of Chino Valley, or the Arizona Revised Statutes.

Section 2. Conflict of Interest

Council members occupy positions of public trust. Council members shall strictly adhere to both the spirit and the letter of the laws of the State of Arizona pertaining to conflict of interest.

Section 3. Sergeant-at-Arms

The Chief of Police, or other designated member of the Police Department, may be sergeant-at-arms at the regular meetings of the Council and at any other meetings when requested by the chairperson or the Town Manager.

Section 4. Council Meetings

The Council shall hold regular and special meetings according to the provisions of the Town Code.

- A. Council meetings shall be conducted in accordance with these rules unless a motion to suspend the rules is approved by a three-fourths (3/4) majority vote.
- B. The Council may meet in Executive Session only as provided by the Arizona Revised Statutes.
- C. Study Sessions are public meetings of the Council at which no formal vote is taken. Their primary purpose is for the exchange of information between the Council, staff and/or designated persons and detailed discussion of specific topics.

Section 5. Presiding Officer

- A. The Mayor, or in his or her absence the Vice-Mayor, shall be the chairperson of all meetings of the Council.
- B. In the absence of the Mayor and Vice-Mayor, the Town Clerk shall call the Council to order. If a quorum is present, the Council members shall proceed to elect, by majority vote, a chairperson for the meeting.

Section 6. Conduct of Meetings

The chairperson shall decide all questions of order, subject to appeal by the Council.

- A. Council members wishing to speak shall be first recognized by the chairperson.
- B. The chairperson shall have the authority to preserve order and decorum during meetings. Any remarks shall be addressed to the chairperson and to any or all members of the Council. No member of the staff or Council shall enter into any discussion, either directly or indirectly, without having first obtained the floor by permission of the chairperson.
- C. The rules for members of the public to address the Council shall be noted in accordance with the most recent format adopted by the Council.

Section 7. Right of Appeal

Any council member may appeal from a ruling of the chairperson.

- A. The motion to appeal must be seconded.
- B. The maker of the appeal may briefly state his case.
- C. There shall be no debate or discussion of the appeal.
- D. The chairperson shall ask the question, "Shall the decision of the Chair be upheld?" A majority of "aye" votes upholds the ruling of the Chairperson.

Section 8. Motions

Items shall be discussed and voted upon using the following procedure: (1) The Mayor shall read the agenda item as it appears in the agenda. (2) Staff may present a report of the agenda item. (3) Council members may ask questions of staff concerning the staff report. (4) The Mayor may call for public discussion of the matter. (5) Council

members shall discuss the item among themselves as needed. (6) Council members shall make and second a motion concerning the agenda item. (7) The Mayor shall call for a vote on the motion.

Section 9. Voting

The vote on any question shall be taken simultaneously.

- A. A majority vote of the Council shall be a majority of the legal votes cast. Abstention from voting by a Council member shall not constitute a legal vote.
- B. If the chairperson is unable to accurately determine the result of the vote, he or she may request a vote by roll call to be taken by the Town Clerk. A request by any member of the Council for vote by roll shall be honored by the chairperson.
- C. There shall be no discussion or speaking on the subject of the vote during or after the vote is taken.

Section 10. Meeting Agendas and Preparation

The agenda format for council meetings shall be in accordance with the most recent format adopted by the Council for the particular meeting(s) in question. Agendas shall be prepared in accordance with the most recent rules adopted by the Council.

- A. Items may be placed on a Council agenda by the Mayor, the Town Manager, or any two Council members. Said agenda items must be submitted in writing by the submission deadline date.
- B. All agenda items for a regular meeting shall be submitted to the Town Clerk thirteen days before the scheduled Council meeting date. An agenda item may be submitted after the due date if it is approved for placement on the agenda by the Mayor, Town Manager, or any two Council members.
- C. Council agendas, staff memorandums and other backup materials (agenda packets) shall be ready for distribution to Council members and the media one week before the regularly scheduled meeting.

Section 11. Motion to Adjourn

A motion to adjourn is debatable only as to the time to which the meeting is to be adjourned.

Section 12. Petitions

All petitions submitted to the Mayor and Council during the regular course of business shall be considered in accordance with the laws of the State of Arizona and the Town Code of the Town of Chino Valley.

Section 13. Public Participation

A. General Rules

It is the Council's desire to hear public comment on regular and special meeting agenda items. Because it is important to maintain order during the meeting, members of the public are expected to observe the same rules of propriety and decorum applicable to members of the Council. Personal, impertinent or slanderous remarks are not acceptable. Persons not conducting themselves in an acceptable manner will be warned by the chairperson. Any person persisting in such conduct will be removed by the Sergeant-at-Arms.

B. Rules for addressing the Council

1. Persons addressing the Council will first state their name in an audible tone and will indicate whether or not they are a resident of Chino Valley.
2. All remarks shall be directed to the Mayor and Council, not to the public.
3. Persons who wish to address the Council concerning items on the agenda may be heard following the staff report and must first be recognized by the chairperson.
4. Members of the public shall limit their remarks to the agenda item under consideration.
5. The person representing citizen groups shall so identify himself and the name of the group or the number of persons he represents.
6. Cumulative or redundant speeches to the Council may be terminated by the chairperson or at the request of a council member.
7. Persons with material to hand out should provide it to the recording clerk for distribution to the Council and staff. Ten copies of each document are needed to ensure a sufficient number of handouts.
8. TIME LIMIT: 3 MINUTES PER PERSON.

9. Requests to exceed the three-minute time limit should be submitted to the Town Clerk prior to the meeting.
10. Political campaigning is prohibited.
11. Speakers shall not discuss employee performance, employee evaluations, or employee health, family, or personal matters.

C. Call to the Public

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

D. Study Sessions

Members of the public shall be permitted to speak and/or discuss an agenda item only with the permission of the chairperson or at the request of a council member.

Section 14. Committees, Boards and Commissions

Committees, boards, and commissions shall be created in accordance with Section § 30.071 of the Chino Valley Town Code.

Section 15. Amendment

These rules may be amended at any Regular or Special Meeting of the Council by a two-thirds (2/3) majority vote.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. 7. f.

Meeting Date: 12/10/2013
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action with regard to a Council request for a Staff Project related to the Road 4 South extension project.

RECOMMENDED ACTION:

Discussion and possible approval of the Staff Project or other direction to staff.

SITUATION AND ANALYSIS:

This item relates to item 7e and Council will need to base any direction to staff upon its discussion under item 7e.

Council member McKee has requested that staff provide detailed information regarding the Road 4 South extension project. Staff has estimated that the response will require approximately six to eight hours of staff time to research and create a report on factual items, as well as securing additional information from other parties or agencies. Staff also indicates that it may have to create narrative to address potential or speculative circumstances, as some questions are open ended. Should Council determine under item 7e that Council requested projects of this length be directed by the whole Council, then Council will need to vote to direct staff to respond to this request.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments	
<u>Staff project request</u>	

A detailed list of ALL costs for each phase of the Road 4 South project.

How is each phase going to be totally independent of the other?

Spreadsheet with supporting documentation to show how \$216,000 was calculated

How is the Town resolving the APS right-of-way issue? If high tension lines, will special equipment be needed to move?

Detailed costs involved in moving the APS poles on APS letterhead.

Size and cost of the box culvert to be installed, and how will it be put in place?

What environmental studies were done? What will be done to control environmental issues/concerns?

Are there flood control issues? Solutions?

How will the field engineering be done? Will an engineer be on site at all times? Who? (Change orders)

Who will be responsible to shoot the grades and establish the boundaries? How often will the grades be shot?

What happens if the D-8 or any other piece of equipment breaks down? How long will the project be delayed? What percent of the rental equipment repair costs is the Town liable for?

What is the estimated cost of fuel for both Town equipment and rental equipment for all phases of this 3 month project?

How many cubic yards of material is estimated to be moved from the cut?

Are any Town employees EOD licensed? If not, who will be in charge of using the explosives?

How many Town employees (from what departments) will be working on the Road 4 South project? Who will be doing their normal Town work while they are on the project?

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