




WELLTON
ARIZONA

Town Council Meeting Council Packet

January 9, 2024

Mayor Scott Blitz

Vice Mayor Cecilia McCollough

Councilmember Barbara Biggs

Councilmember Sylvia Davidson

Councilmember Michelle Jones

Town Manager Richard Marsh



**TOWN OF WELLTON
TOWN COUNCIL MEETING AGENDA
COUNCIL CHAMBERS
28634 OAKLAND AVENUE, WELLTON, ARIZONA
TUESDAY, JANUARY 9, 2024
6:00PM**

6:00 PM Convene Special Session of the Common Council of the Town of Wellton

- **Call to Order**
- **A reminder to please turn your cell phones off or place them on vibrate. If you must answer your cell phone or text, please step outside. Thank you.**
- **Pledge of Allegiance**
- **Invocation**
- **Roll Call**
- **Introduction of Guests**
- **Final Call** for submission of Speaker Request Forms
- **Call to the Public**

This is a business meeting of the Wellton Town Council. The Town values and welcomes public input. Please address the Council and not individual Council Members. Do not address staff or members of the audience. The Open Meeting Law limits Council action on items brought up in Call to the Public. The Council may direct staff to study the matter and reschedule it for further consideration later. Items on the agenda will not be heard or discussed in Call to the Public. Individuals are limited to three (3) minutes.
- **Presentations**
 - A. Arizona Department of Environmental Quality Update: Water System Operator Tim Burns
 - B. Volunteer Appreciation Luncheon and Event Update: Events Coordinator Mary Miranda
 - C. Code Enforcement Update: Chief David Rodriguez and Code Enforcement Officer Belen Medina
 - D. 2022/23 Annual Update: Town Manager Richard Marsh

Discussion and Action Items

1. **Approval of Minutes:**
 - a. For the Meeting of October 3, 2023 (Regular Meeting).
 - b. For the Meeting of December 5, 2023 (Regular Meeting).
2. **Discussion and possible action to select the Grand Marshall(s) for the 2024 Pioneer Day Parade & Fiesta.**
3. **Discussion and possible action to approve the San Francisco Avenue Street Improvement Construction Contract CDBG Contract # 145-23 between the Town of Wellton and DPE Construction, Inc.**

- **Future Agenda Items**
- **Town Manager Report**
The Town Manager's report is an informational item to inform the Town Council about current developments with respect to Town business. No action will be taken on any information presented.
- **Council's Report**
The next scheduled Regular Council Meeting will be Tuesday, February 5, 2024, at 6:00PM.
- **Executive Session**
An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.
- **Adjournment**

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 the Town of Wellton does not discriminate based on disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in Town programs, activities, or services contact: ADA/Section 504 Coordinator, Town of Wellton, 28634 Oakland Avenue, Wellton, Arizona 85356; (928) 785-3348 or TTY (928) 785-3349.

1a



MINUTES

Town Council Regular Meeting

6:00PM – Tuesday, October 3, 2023

Wellton, Town Hall Council Chambers

28634 Oakland Avenue, Wellton, Arizona 85356

Mayor Scott Blitz called the regular meeting to order at 6:00PM on Tuesday, October 3, 2023. Mayor Blitz led the Pledge of Allegiance and Councilmember Biggs gave the invocation. Roll call was taken.

Councilmembers Present: Mayor Scott Blitz, Vice Mayor Cecilia McCollough, Councilmembers Barbara Biggs, Sylvia Davidson, and Michelle Jones.

Councilmembers Absent: None.

Staff Present: Town Manager Richard Marsh, Deputy Town Clerk Sandra Jones, Finance Director Dennis Osuch (via Teams), Police Chief David Rodriguez, Town Magistrate Russell Jones, Grants Director Yolanda Galindo, Coyote Wash Golf Course Superintendent Brian Claar, and Attorney John Austin Gaylord (via Teams).

Guests Present: Al Lockwood, Janet Cowell, Evie Pistone, Connie Mason Bennett, Marisol Hernandez, Martin Hernandez, Catherine Blitz, Bob Leeper, Peggy Leeper, Jim Sampson, Darren Simmons, Regina Langford, Brenda Landers, Lou Landers, Bryan Marchek, Mabel L Wall, C Wall, Reyna Curiel, Kathy Schaber, Greg Stewart, Sonia Salcido, and Melissa Navarrete.

Call to the Public

Connie Mason Bennett – 28402 Telegraph Avenue: She represents the Wellton-Mohawk Artisans Guild and would like to join forces with the other local artists groups to create additional classes, etc. at the museum.

Regina Langford – Family Liquidators: Discussion regarding: a board member coming to her business and trying to dissuade her from charging sales tax on the sale and the visitation from the police department during business hours to discuss the pallets. She would like the issues addressed.

Presentations

- Presentation of Employee of the Month: Anthony Ware – postponed until the November 7, 2023 Regular Meeting.

Discussion and Action Items**1. Workshop****Discussion and possible direction regarding Municipal Court functions/procedures and Municipal Court Fund.**

Discussion opened by Town Manager Marsh. Judge Jones introduced Yuma County Court Staff in attendance: Reyna Curiel, Kathy Schaber, Judge Greg Stewart. Kathy Schaber presented a PowerPoint that detailed the roles and regulations of the Court

2. Approval of Financial Statement:**a. As of June 30, 2023**

Motion made by Councilmember Jones, seconded by Councilmember Biggs, to approve the Financial Statement: as of June 30, 2023.

Davidson: Yay

Jones: Yay

Blitz: Yay

McCollough: Yay

Biggs: Yay

Motion carried.

3. Approval of Cash Disbursements:**a. For the Period: April 1, 2023 – June 30, 2023**

Motion made by Councilmember Jones, seconded by Vice Mayor McCollough, to approve the Cash Disbursements: For the Period: April 1, 2023 – June 30, 2023.

Davidson: Yay

Jones: Yay

Blitz: Yay

McCollough: Yay

Biggs: Yay

Motion carried.

4. Approval of Minutes:**a. For the Meeting of September 5, 2023 (Regular Meeting).****b. For the Meeting of September 12, 2023 (Special Meeting).**

Motion made by Councilmember Jones, seconded by Vice Mayor McCollough, to approve the Minutes: for the Meetings of September 5, 2023 (Regular Meeting) and September 12, 2023 (Special Meeting) with noted correction.

Davidson: Yay

Jones: Yay

Blitz: Yay

McCollough: Yay

Biggs: Yay

Motion carried.

5. Discussion and possible action to proclaim October 2023 as Domestic Violence Awareness Month.

Mayor Blitz proclaimed October 2023 as Domestic Violence Awareness Month.

6. Discussion and possible action regarding the approval of the Liquor License request for Desert Penguin at 28881 Commerce Way, Suite A.

Motion made by Councilmember Biggs, seconded by Vice Mayor McCollough, to approve the Liquor License request for Desert Penguin at 28881 Commerce Way, Suite A.

Davidson: Yay

Jones: Yay

Blitz: Yay

McCollough: Yay

Biggs: Yay

Motion carried.

7. Update regarding Fire Department EMS Subscriptions and billings.

Update given by Deputy Town Clerk Jones.

8. Discussion regarding a 5-day work week.

Discussion led by Mayor Blitz.

Future Agenda Items

- Liquor License request for Desert Penguin.
- Approval to purchase seed for the Golf Course.

Town Manager's Report

- IT Assessment from Bryant Hamilton
 - Our current IT, Bryant Hamilton, has created a 6-year tentative plan that encompasses Video, phone systems, internet, cybersecurity, etc. The plan is an ever-changing document, but it gives us a much-needed baseline to start with.
- Staff is in the process of looking at infrastructure grants. Meetings with the Town Manager, Public Works, Grants Director, and the Vice Mayor have been scheduled to review opportunities.
- Tentative Dates for Events –

○ Trunk Or Treat	10/28/23
○ Welcome Back Winter Visitor Bash	1/27/24
○ Christmas Tree Lighting	11/25/23
○ Pioneer Day Parade	02/24/24
○ Cinco De Mayo Celebration	5/5/24
○ Community Business Engagement Fair	TBD
○ Tractor Rodeo	TBD
○ Staff, Family And Council Golf Tournament	3/30/23
○ Tour De Fields	01/13/24

- "Farmers Market" Butterfield Park 12/28/23
 - Chamber Mixer (All Businesses) TBD
 - Butterfield Park 1st Annual Concert In The Park 02/24
- Town Hall renovations are in process. Please forgive our dust. Carpet and tile replacement in front office. Carpet to be replaced in Council Chambers. The previous discussion about moving walls, etc. would have gained 6 additional seats. The total project price tag of \$30,000 was too much for that minimal gain.
- The Town of Wellton is currently a Sprocket Sponsor (\$750) for the Tour de Fields Yuma. That level of sponsorship also includes 2 entries into the bike race. Joe Grant and Sandra Jones (tentatively) are looking to participate. The bike race will be held in Wellton on January 13, 2024.
 - Staff are currently planning Community Bike Riders for the 2nd Saturday in October, November, and December to gear up for the event. The kick-off bike ride will be October 14, 2023 at 10:00AM at West Side Open Space.

Council's Report

- Vice Mayor McCollough attended YMPO, the Rural Transportation Summit. September was Hispanic Heritage Month. She will be participating in the 7th Annual Mayor's International Bike Ride on October 21, 2023.
- Councilmember Biggs gave an update (as a citizen) on the Links at Coyote Wash Utilities and the ACC.
- Mayor Blitz reminded attendees that the upcoming Yuma County Projects Meeting was going to be at Antelope Union High School. He also informed attendees that the Hoodini Solar had been voted down and that AWC had just been awarded \$50 million.

Staff's Report

- Police Chief Rodriguez reported the golf tournament at Coyote Wash raised \$5,000 for Amberly's Place.
- Events Coordinator Mary Miranda reported on this year's Trunk or Treat. It is scheduled for Saturday, October 28, 2023 at 6:00PM. It will be located at Wellton Elementary school (29126 San Jose Avenue). There will be games, food, contests, etc.

Executive Session

None requested.

Adjournment

Motion made by Vice Mayor McCollough, seconded by Councilmember Biggs to adjourn.

Davidson: Yay

Jones: Yay

Blitz: Yay

McCollough: Yay

Biggs: Yay

Motion carried.

Meeting adjourned at 9:24PM.

Scott Blitz, Mayor

ATTEST:

Richard Marsh, Town Manager

CERTIFICATION:

I hereby certify that the forgoing minutes are a true and correct copy of the regular meeting held October 3, 2023, and the meeting was duly called and posted and that a quorum was present.

Richard Marsh, Town Manager

1b



MINUTES

Town Council Regular Meeting

6:00PM – Tuesday, December 5, 2023

Wellton, Town Hall Council Chambers

28634 Oakland Avenue, Wellton, Arizona 85356

Mayor Scott Blitz called the regular meeting to order at 6:00PM on Tuesday, December 5, 2023. Mayor Blitz led the Pledge of Allegiance and Councilmember Biggs gave the invocation. Roll call was taken.

Councilmembers Present: Mayor Scott Blitz, Vice Mayor Cecilia McCollough, Councilmembers Barbara Biggs, Sylvia Davidson, and Michelle Jones.

Councilmembers Absent: None.

Staff Present: Town Manager Richard Marsh, Deputy Town Clerk Sandra Jones, Finance Director Dennis Osuch (via Teams), Police Chief David Rodriguez, Grants Director Yolanda Galindo, Events Coordinator Mary Miranda, and Attorney Michael Goodman (via Teams).

Guests Present: Terri Hogan (Logan-Simpson), Lou Landers, Brenda Landers, Crystal Mendoza, Darren Simmons, Alicia Jorajuria, Kenny Ward, Dolores Ward, Jim Sampson, James Rightmire, Bob Ludwig, Hal Macon, Dale Yenkala, Beth Atkinson, Harry Atkinson, Cheri Brown, Jerry Brown, Julie Forsyth, Harold Forsyth, Bonnie Hunt, Denny Hunt, Debanie Murdock, Ruth Widmark, Domingo Widmark, Jenny Pierce, Martin Arias, Steve Owens, Elane Owens, Robert Bruley, and Diane Bruley.

Call to the Public

None submitted.

Presentations

- Pickleball Courts Renovations Update – Town Manager Richard Marsh
- Yuma Regional Bicycle Coalition Inc. Tour de Fields Update – Ricky Rinehart
- Tractor Rodeo Update: Bill Lanier Jr
- Small Business Development Cener Presentation: Crystal Mendoza
- Code Enforcement Update: Chief David Rodriguez

Discussion and Action Items

1. Approval of Financial Statement:

a. As of September 30, 2023

Motion made by Councilmember Jones, seconded by Vice Mayor McCollough, to approve the Financial Statement: as of September 30, 2023.

Davidson: Yay
Jones: Yay
Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

2. Approval of Cash Disbursements:

a. For the Period: July 1, 2023 – September 30, 2023

Motion made by Councilmember Biggs, seconded by Councilmember Jones, to approve the Cash Disbursements: for the Period: July 1, 2023 – September 30, 2023.

Davidson: Abstain

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

3. Approval of Minutes:

a. For the Meeting of October 3, 2023 (Regular Meeting).

Motion made by Councilmember Jones, seconded by Councilmember Biggs, to table the Minutes: for the Meeting of October 3, 2023 (Regular Meeting).

Davidson: Abstain

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Nay

Motion carried.

b. For the Meeting of November 7, 2023 (Regular Meeting).

Motion made by Councilmember Jones, seconded by Councilmember Biggs, to approve the Minutes: for the Meeting of November 7, 2023 (Regular Meeting).

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

Motion made by Councilmember Jones, seconded by Councilmember Davidson, to open Public Hearing at 7:39PM.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

4. PUBLIC HEARING

Discussion and possible action to adopt Resolution No. 713, repealing the Wellton 2013 General Plan adopted in October 2013 and all successor amendments thereto and adopting a new General Plan, 2023 Wellton General Plan, in full compliance with ARS § 9-461 et. seq. establishing planning goals and policies, a future land use map, and considering each of the plan elements required by statute in addition to others determined by the Town.

Motion made by Councilmember Jones, seconded by Vice Mayor McCollough, to close Public Hearing at 8:34PM.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

Motion made by Vice Mayor McCollough, seconded by Councilmember Jones, to adopt Resolution No. 713, repealing the Wellton 2013 General Plan adopted in October 2013 and all successor amendments thereto and adopting a new General Plan, 2023 Wellton General Plan, in full compliance with ARS § 9-461 et. seq. establishing planning goals and policies, a future land use map, and considering each of the plan elements required by statute in addition to others determined by the Town.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

5. Discussion and possible action to award Bid to the lowest bidder – DPE Construction, Inc. in the amount of \$362,438 for the Bakersfield Avenue Street Improvements Project, CDBG Contract #145-23.

Motion made by Councilmember Biggs, seconded by Vice Mayor McCollough, to award Bid to the lowest bidder – DPE Construction, Inc. in the amount of \$362,438 for the Bakersfield Avenue Street Improvements Project, CDBG Contract #145-23.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

6. Discussion and possible action to approve Resolution No. 714, approving an Intergovernmental Agreement between the Law Enforcement Agencies of Yuma County and the Town regarding creating the Yuma Regional Critical Incident Response Team.

Motion made by Councilmember Biggs, seconded by Vice Mayor McCollough, to adopt Resolution No. 714, approving an Intergovernmental Agreement between the Law Enforcement Agencies of Yuma County and the Town regarding creating the Yuma Regional Critical Incident Response Team.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

7. Discussion and possible action to adopt Resolution No. 715, approving an Intergovernmental Agreement between the Arizona Department of Revenue and the Town of Wellton regarding the administration, collection, audit, and/or licensing of Transaction Privilege Tax, Use Tax, Severance Tax, Jet Fuel Excise and Use Taxes, and Rental Occupancy Taxes imposed by the State, Town, and other Arizona Municipalities.

Motion made by Vice Mayor McCollough, seconded by Councilmember Jones, to adopt Resolution No. 715, approving an Intergovernmental Agreement between the Arizona Department of Revenue and the Town of Wellton regarding the administration, collection, audit, and/or licensing of Transaction Privilege Tax, Use Tax, Severance Tax, Jet Fuel Excise and Use Taxes, and Rental Occupancy Taxes imposed by the State, Town, and other Arizona Municipalities.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

8. Discussion and possible action regarding Ordinance No. 147 "Town of Wellton Amendments to the 2018 International Property Maintenance Code".

Motion made by Councilmember Jones, seconded by Vice Mayor McCollough, to take no action on this item at this time, as there has not yet been sufficient time to determine whether it will negatively impact the Town.

Davidson: Yay

Jones: Yay
Blitz: Yay
Biggs: Nay
McCollough: Yay
Motion carried.

9. Discussion and possible action to postpone the Tuesday, January 2, 2024 Regular Meeting to the Tuesday, January 9, 2024 Special Meeting.

Motion made by Vice Mayor McCollough, seconded by Councilmember Jones, to postpone the Tuesday, January 2, 2024 Regular Meeting to the Tuesday, January 9, 2024 Special Meeting.

Davidson: Yay
Jones: Yay
Blitz: Yay
Biggs: Yay
McCollough: Yay
Motion carried.

Future Agenda Items

- Strategic Plan Update.

Town Manager's Report

- The Pickleball Court Ribbon cutting Ceremony was November 28, 2023, at 9:00AM. Channel 13 was there to report on the renovations and Town of Wellton Pickleball was featured at 6:00PM and 10:00PM. Channel 11 had a sneak peek at 5:00PM.
- Event Coordinator Mary Miranda is scheduled to be on Jennifer Blackwell's podcast on December 14, 2023, at 9:45AM on Z93. She will be covering future events in the Town of Wellton.
- Gordetta Chapin, a resident that makes teddy bears for children involved in stressful situations, donated 10 teddy bears each to Wellton Police Department and Wellton Fire Department.
- The Financial Emergency Manager's focus is on establishing a strong fund balance. Another word commonly used is "Rainy Day Fund". We are intentional and deliberate about focusing beyond maintaining a balanced budget to maintaining a healthy fund balance enabling municipalities to survive a Financial Emergency or unexpected crisis.
- Revenue generator Wellton Police Department sold a 2011 Chevrolet Caprice online for \$4,075.00. In the near future the Public Works Department will be auctioning unused vehicles and equipment as well.
- Ana Flores, Town of Wellton temporary part-time employee, is having an amazing impact already. Handling payroll, at a reduction in cost, special projects, interfacing with the courts, she discovered nearly \$2,000 in checks that had been sitting in drawers in the Finance department for over a year in some cases.
- On December 16, 2023, The Town of Wellton Parks and Recreation will be using their new 40-foot Movie Screen for Movies in the Park by presenting Elf. The screen can function with

FM radio allowing guests to listen to movies in their vehicles if they desire. Blue Ray, DVD, laptop, or phone can be connected to the system to project movies, advertisements, as well. We intend to feature family orientated movies monthly, weather permitting. The Community benefit is enormous, it will encourage unity and togetherness among our residents and business owners, address local retention, and attraction issues. Enhance our quality of life. Economic benefit will be derived from sponsorships, credits, rental of Movie Screen for functions, similar to how we rent out the Community Center, ramadas, and basketball courts. Also, vendor sales tax revenue can be received, and another spinoff affect is revenue generation for local businesses. In addition, the Movie Screen will be used to support educational fundraising events for local schools, as they will be offered the opportunity to be vendors during movie events.

- Yolanda Galindo, Grants Administrator, CDBG direct allocation set aside for Wellton was \$382,438. She assisted the Chief with the \$44,000 Department of Justice Grant application.
- Clarifier update: Westech is looking into providing numbers for installation. I inquired if the Town had received quotes during the acquisition phase, this was not done although according to Westech 90 percent of Town and Cities already have the Installation contractor on-line during the acquisition phase. During FY 24/25 we are planning to apply for funding through the state CDBG Regional Account to assist with funding this project.
- Bill Shepard, a Coyote Wash community volunteer, has agreed to assist Mary with Event Coordination. He will recruit 10 volunteers to help with coordination and implementation of all Town Events. Thank you, Bill!

Council's Report

- Councilmember Biggs reported on the palm tree trimming at the off ramp (Exit 30). She also reported as a resident that the Links at Coyote Wash Utilities rate increase will go into effect.
- Vice Mayor McCollough attended the WACOG meeting and the NALEO conference.
- Mayor Blitz informed the attendees that the 4FrontED Executive Director has resigned. Mayor Blitz also attended the meeting at AWC earlier in the day held be Senator Sinema. Wreaths Across America will be at the Wellton Memorial Cemetery on December 16, 2023 at 10:00AM. The Coyote Wash Light Parade and Soup Party is this Saturday.

Executive Session

None requested.

Adjournment

Motion made by Vice Mayor McCollough, seconded by Councilmember Biggs to adjourn.

Davidson: Yay

Jones: Yay

Blitz: Yay

Biggs: Yay

McCollough: Yay

Motion carried.

Meeting adjourned at 9:15PM.

Scott Blitz, Mayor

ATTEST:

Richard Marsh, Town Manager

CERTIFICATION:

I hereby certify that the forgoing minutes are a true and correct copy of the regular meeting held December 5, 2023, and the meeting was duly called and posted and that a quorum was present.

Richard Marsh, Town Manager

2

Subject: Selection of Pioneer Day Grand Marshal

Dear Council Members,

I hope this message finds you well. As part of our ongoing efforts to ensure transparency and inclusivity in the decision-making process, I am writing to introduce the 2024 nominations for the upcoming Pioneer Day Parade and Fiesta Grand Marshal.

The following individuals have been nominated:

JEFFREY HUBERT (WELLTON RESIDENT, OWNER GOTTA PAINT, WELLTON VOLUNTEER, PHILANTHROPIST)

JOE GRANT (WELLTON RESIDENT, PUBLIC WORKS, TOWN OF WELLTON EMPLOYEE)

COLEEN LOVATO & ROBERT HANAFI (WELLTON RESIDENT, OWNER OF DUSTY'S PIZZA, PHILANTHROPIST)

GARY RINEHART (FORMER WELLTON TOWN MANAGER)

BRIAN CLAAR (WELLTON RESIDENT, CWGC MANAGER, TOWN OF WELLTON EMPLOYEE)

MARJORIE RUTH ROCKWELL (WELLTON RESIDENT, FORMER MAYOR)

LOU LANDERS (WELLTON RESIDENT, WELLTON VOLUNTEER, PHILANTHROPIST)

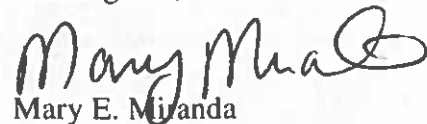
Thank you for your time and commitment to our community.

If you have any questions or concerns regarding the current nominations or the selection process, please feel free to reach out to me directly.

*** (I wanted to bring to your attention a note regarding the copies provided for your review. It is important to note that all copies were taken "as is," and any blank pages have been left untouched intentionally.*

This decision was made to avoid potential misunderstandings or confusion during the review process. If you come across any pages that appear blank, rest assured that they were deliberately left that way, and no content is missing or omitted.)

Best regards,



Mary E. Miranda

Human Resources Manager/ Events Coordinator/ Water Billing Clerk



RECEIVED

DEC 14 2023

TOWN OF WELLTON

Town Of Wellton

Pioneer Day Parade Grand Marshal Nomination Form

The Town of Wellton Pioneer Day Nomination Committee is in search of a Grand Marshal for our Town of Wellton 2024 Celebration Event. The Grand Marshal should be seen as a role model to the community and is recognized as an individual/ individuals that have made a significant contribution to the community. spirit, service, have demonstrated outstanding leadership, innovation, and success as a role model. The nomination may be for an individual or a couple.

Grand Marshal Selection Criteria

- Nominee must have a Town of Wellton Address and/or (within the surrounding areas. For example: Tacna, Dateland, Wellton hills, Citrus City...ect...)
- Nominee must be able and willing to carry out the function of the Grand Marshal for the Parade on

Saturday February 24th, 2023 from 9:00AM until 1:00PM (Time Estimated)

- Nominations will be discussed and decided by the Town Council.

-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Dolores Dumont-Ward
Phone Number: 303 482 7271
Contact Email: doloresindward@gmail.com

Nominee Information

Name(s): Brian Claar
Address: Wellton, AZ 85356
Phone Number: 928.503.4790 Contact Email: Bclaar@welltonaz.gov

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐



Please explain why you feel this individual/couple should be selected as Grand Marshal.

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

2. Describe how the nominee has been involved in the betterment of the community.

3. Why should the nominee serve as the Grand Marshal?


Pioneer Parade & Fiesta Grand Marshal Nominee Brian Claar

Has Town Spirit - When Brian speaks of difficult topics, he always starts with a praise - I know he is kind, but I also believe it's because he loves our Town of Wellton and defends it when there is an issue. Represent!!

Has demonstrated innovation and outstanding leadership - Brian has brought to our Town his knowledge of the golf industry, turf conditions, customer service, and the food service industry (to name a few). His knowledge, innovation, and determination has lead to many successful events in our Town - His vision of the largest putting area in Yuma County has made the Coyote Wash Golf Course a destination course in our Town, he has planned events to bring in the big names to our small town, and he supports Ashley with Karaoke nights at The Den - while these events are on the south side of town, all residents are invited, and his customers also visit our town. Brian never quits even when the things look grim (icky bugs, not enough water, too much water, too many french fries!, etc.) - he works on a solution as good Leaders do.

Has made a significant contribution/service to our Community/Town - Brain sang at the 4th of July Town Event at Butterfield Park this last summer and he was fantastic! He was also Mayor Pro Tem from 2015 to 2020 (As you know Council, that's nothing to sneeze at). You know the challenges that go with being a Public Servant for the ENTIRE Town. BTW, I commend ALL of you for your service!!

Has been a Role Model to our Community - Brian shows respect to everyone from dishwashers and Mayors alike - it's easy to hold him in high esteem.

Brian is quite **Passionate** about GOLF and I'm not kidding!! He is one of the lucky few who get to work all day doing something they love  and he chooses to do it here in Wellton. He has a natural talent and has made a career out of it - the Town of Wellton is lucky to have him at Coyote Wash

Golf Course as the Golf Pro/Manager; He is **Supportive and Encouraging** to the JR Golf Camp TWO week free clinic - herding cats can be hard! And the kids love him; **Inspiring** to others - not only does he golf, he sings!! He attends karaoke and encourages people to sing; Brian is an **Authentic/honest** individual, he is kind and fair even if it causes strife. I am proud to nominate Brian Claar as Grand Marshal for the 2024 Pioneer Parade & Fiesta.



RECEIVED

DEC 14 2023

TOWN OF WELLTON

Town Of Wellton

Pioneer Day Parade Grand Marshal Nomination Form

The Town of Wellton Pioneer Day Nomination Committee is in search of a Grand Marshal for our Town of Wellton 2024 Celebration Event. The Grand Marshal should be seen as a role model to the community and is recognized as an individual/ individuals that have made a significant contribution to the community. spirit, service, have demonstrated outstanding leadership, innovation, and success as a role model. The nomination may be for an individual or a couple.

Grand Marshal Selection Criteria

-Nominee must have a Town of Wellton Address and/or (within the surrounding areas. For example: Tacna, Dateland, Wellton hills, Citrus City...ect...)

-Nominee must be able and willing to carry out the function of the Grand Marshal for the Parade on

Saturday February 24th, 2023 from 9:00AM until 1:00PM (Time Estimated)

-Nominations will be discussed and decided by the Town Council.

-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): TERI A Roth

Phone Number: 970-261-4763

Contact Email: tr0th1952@gmail.com

Nominee Information

Name(s): Brian Clair

Address: Coyote Wash 60th Course

Phone Number: 928-533-4790 Contact Email: bclair@welltonaz.org

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐

no subject)

message

Thu, Dec 14, 2023 at
9:07 AM**Dolores Dumont-Ward** <doloresmdward@gmail.com>

to: doloresmdward@gmail.com

My husband and I first met Brian Claar at Coyote Wash Golf Course 4 years ago. From the moment we met him, he wanted us to know all about the Town of Wellton and what it had to offer. He has made so many improvements to CWGC as well as Butterfield Golf Course. We have more golf carts at Butterfield. He teaches kids about the sport of golf, but more importantly, what it can do for their confidence, good sportsmanship, golf etiquette, respect, teamwork, cheering each one on, etc. Brian has such passion for kids. He also is actively involved in his church. He does community karaoke at the The Den as well. He spent years on the Town Council and wanted only the best for the Town of Wellton. He wants to leave Coyote Wash in better shape than when he started, and he definitely has done that. He values all that because, even as snowbirds, Wellton is our town when we are here, and he makes you feel so welcomed. He is a valuable asset and an active ambassador for the area.

Teri texted me her 'nomination form' so I could print it for
her



ReM Teri



My husband and
I first met Brian
Claar at Coyote
Wash Golf Course
4 years ago. From
the moment
we met him, he
wanted us to
know all about the
Town of Wellton
and what it had
to offer. He has
made so many
improvements to



Text me...





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DEC 13 2023

Town Of Wellton

TOWN OF WELLTON

Pioneer Day Parade Grand Marshal Nomination Form

The Town of Wellton Pioneer day nomination committee is in search of a Grand Marshal for our Town of Wellton 2024 Celebration Event. The Grand Marshal should be seen as a role model to the community and is recognized as an individual/ individuals that have made a significant contribution to the community. spirit, service, and have demonstrated outstanding leadership, innovation, and success as a role model. The nomination may be for an individual or a couple.

Grand Marshal Selection Criteria

-Nominee must have a Town of Wellton Address and/or (within the surrounding areas. For example: Tacna, Dateland, Wellton hills, Citrus City...ect...)

-Nominee must be able and willing to carry out the function of the Grand Marshal for the Parade on

Saturday February 24th, 2023 from 9:00AM until 1:00PM (Time Estimated)

-Nominations will be discussed and decided by the Town Council.

-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Ashley Rivera

Phone Number: _____

Contact Email: _____

Nominee Information

Name(s): Jeffrey Hubert

Address: _____

Phone Number: 928.581.0074 Contact Email: _____

May we use your name as the person who nominated this individual/couple?

Yes: _____ No: _____



Please explain why you feel this individual/couple should be selected as Grand Marshal.

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

Volunteer

2. Describe how the nominee has been involved in the betterment of the community.

Spends his own time & material
covering graffiti in our town.

3. Why should the nominee serve as the Grand Marshal?

Beautify's the town.



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DEC 14 2023

Town Of Wellton

TOWN OF WELLTON

Pioneer Day Parade Grand Marshal Nomination Form

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-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Candy Brown

Phone Number: 406-351-0362

Contact Email: jacklyn116@msn.com

Nominee Information

Name(s): Brian Claar

Address: Coyote Wash

Phone Number: 928,503,4790

Contact Email: bclaar@welltonaz.gov

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐



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DEC 14 2023

TOWN OF WELLTON

Town Of Wellton

Pioneer Day Parade Grand Marshal Nomination Form

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-Nominations will be discussed and decided by the Town Council.

-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Dolores Dumont-Ward

Phone Number: 303.482.7771

Contact Email: doloresmdward@gmail.com

Nominee Information

Name(s): Joe Grant

Address: Wellton, AZ 85356

Phone Number: _____ Contact Email: jgrant@welltonaz.gov

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐

Pioneer Parade & Fiesta Grand Marshal Nominee Joe Grant

Has Town Spirit - Joe is a Herald for our Town and our area of the 'woods'. He wants our Town to have a Staging Area for the southern piece of the Peace Trail because he knows that will bring visitors to our town and how that would put our Town of Wellton on the map - he loves our Town (even though he can't stand the heat!).

Has demonstrated innovation and outstanding leadership - Joe knows what the Town has and where to find it, and if needed, comes up with innovative solutions. He recognizes Team Members who deserve to be noticed which is a great Leadership skill.

Has made a significant contribution/service to our Community/Town - Whether Joe is spending his Holiday standing next to a blow up water slide making sure the kids don't kill themselves during the 4th of July Celebration at Butterfield Park, or he's managing Palm Frond cutting on Volunteer Day on a weekend, his personal time and service to our Town is, and has been, significant.

Has been a Role Model to our Community - Joe is open and friendly and talks to anyone. It is not his style to raise himself up by putting down others - I don't think there is a mean bone in his body. That is admirable.

Joe is really **Passionate** about bicycling, motorcycle riding, hiking, family, and...whittling! He is **Supportive and Encouraging** - If you ask him a question about something he is passionate about, he is a fountain of information and encourages you to 'Try it! You'll like it!' And he's a helper. **Inspiring** to others - Starting a new hobby (whittling) just three years ago and being SO good at it is an inspiration to anyone! **Authentic** - I wish I could say 'What you see is what you get - a great guy!' but then Joe whips out a plethora of information on a topic you didn't even know existed, or follows through with something you thought was out of reach! He really is a GREAT GUY.

Joe is retiring this year - I hear he's been the Town of Wellton since the last century - What a GREAT SEND OFF this could be!!

I am proud to nominate Joe Grant as Grand Marshal for the 2024 Pioneer Parade & Fiesta.



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DEC 12 2023

Town Of Wellton

TOWN OF WELLTON

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- Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Ashley Rivera

Phone Number: _____

Contact Email: _____

Nominee Information

Name(s): Coleen Lovato & Robert HanaFi

Address: 28881 Commerce Way, Unit B.

Phone Number: 480-586-0744 Contact Email: _____

May we use your name as the person who nominated this individual/couple?

Yes: _____ No: _____



Please explain why you feel this individual/couple should be selected as Grand Marshal.

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

Donations

2. Describe how the nominee has been involved in the betterment of the community.

Donates Dusty's Pizza Vouchers
for Town Events.

3. Why should the nominee serve as the Grand Marshal?

They never hesitate to donate to
the town. They have been donating
for several years. The vouchers
help boost participation.



Town Of Wellton

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Grand Marshal Selection Criteria

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- Nominations will be discussed and decided by the Town Council.
- Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): J. Grant

Phone Number: 928 210 9899

Contact Email: jeebarbgrant@yahoo.com

Nominee Information

Name(s): ~~to~~ Gary Rinchart

Address: _____

Phone Number: _____ Contact Email: _____

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐



Please explain why you feel this individual/couple should be selected as Grand Marshal.

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

2. Describe how the nominee has been involved in the betterment of the community.

3. Why should the nominee serve as the Grand Marshal?



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TOWN OF WELLTON

Town Of Wellton

Pioneer Day Parade Grand Marshal Nomination Form

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-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Dolores Ward + Kenny Ward

Phone Number: 303.482.7771

Contact Email: doloresmdward

Nominee Information

Name(s): Jeff Hubert

Address: Coyote Wash

Phone Number: 928.581.0074 Contact Email: _____

May we use your name as the person who nominated this individual/couple?

Yes: ☒ No: ☐

Quality over Quantity

Pioneer Parade & Fiesta Grand Marshal Nominee Jeff Hubert

Jeff is **Passionate** about his profession, **Supportive and Encouraging** to the Wellton Pickleball Club, **Inspiring** to others who see his selflessness, and he's an **Authentic/honest** individual. I am proud to nominate him as Grand Marshal for the 2024 Pioneer Parade & Fiesta.

Has been a Role Model to our Community - The north and south side of Town have been the victim of graffiti - Jeff has answered the call and come to the rescue at the railroad tunnel, the canal, private residences, and even the restrooms at Coyote Wash to name a few locations (does he even play golf?!)

Has made a significant contribution/service to our Community/Town - Jeff has provided his services for free and FAST - Graffiti is the unauthorized marking of public space by an individual or group, often with a political or social message - Jeff wasn't going to let any 'messages' be seen!

Has Town Spirit - Some of the services that Jeff has provided throughout this last year for our Town could have been completed by Town of Wellton employees - never have I heard him utter a single word regarding our 'Small Town' problems - he's appreciative, he's happy to help, and he's Town Proud.

Has demonstrated innovation and outstanding leadership - Jeff's knowledge and leadership to the Pickleball Club during renovations were vital to the successful completion of the project as they were on a tight budget and time frame (Winter visitors had started to arrive and they wanted to play!)

Re: Nomination form

Barbara Biggs <bbiggs@welltonaz.gov>

Tue 12/12/2023 11:39 PM

To: Mary Miranda <mmiranda@welltonaz.gov>

📎 2 attachments (496 KB)

Grand-Marshal-Nomination-2023 - Marjorie Ruth Rockwell.docx; Grand-Marshal-Nomination-2023-Lou Landers.docx;

Mary,

I am attaching two nominations for Grand Marshal. #1 I am recommending Marjorie Ruth Rockwell (deceased); however, in case we need a live Grand Marshal I've also attached a nomination for Lou Landers. I'd like to either have Mrs. Rockwell as Grand Marshal or Honorary Grand Marshal.

Let me know if you have any questions. Thank you,

Barbara A. Biggs
Town of Wellton, Council Member

Mission Statement of the Town of Wellton:

"As a community, we work together to provide quality services and to enhance a better quality of life for all."

From: Mary Miranda <mmiranda@welltonaz.gov>

Sent: Tuesday, December 5, 2023 9:19 PM

To: Barbara Biggs <bbiggs@welltonaz.gov>

Subject: Nomination form

Mary E. Miranda
Town of Wellton
28634 Oakland Avenue
PO Box 67
Wellton Arizona 85356
(928) 785-3348
(928) 785-4374 Fax
mmiranda@welltonaz.gov

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DEC 13 2023
TOWN OF WELLTON

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TOWN OF WELLTON

Town Of Wellton

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-Nominations will be discussed and decided by the Town Council.

-Please return all nomination forms to the Town Hall (Mary Miranda) by December 14th at 5:00pm.

Your Contact Information

Name(s): Barbara Biggs

Phone Number: 618-660-5506

Contact Email: thebiggs62298@yahoo.com

Nominee Information

Name(s): Marjorie Ruth
Rockwell (deceased)

Address: 29118 E. Bakersfield Ave., Wellton, AZ
85356

Phone Number: 928-580-3129 (Cindy Rockwell) Contact Email:
doinggodswor2570@gmail.com (Cindy Rockwell)

May we use your name as the person who nominated this individual/couple?

Yes: X No:



Please explain why you feel this individual/couple should be selected as Grand Marshal.

I have been working with Cindy Rockwell, the daughter of the late Marjorie Ruth Rockwell, who was nominated for Grand Marshal last year but was not considered due to time constraints.

Below are some highlights from Cindy:

"The thing I remember most that my mom did for our community was give of herself and time so freely. The front door to our home was a never-ending revolving door to anyone who needed her help, and there were many. Parents brought their children with hurt limbs asking if she thought it was and if they needed to take them to the hospital. Sometimes they did and off they'd go. Sometimes, it was only a bruise or a sprain, and she'd wrap them up. Or the child had a cut and again, the parent would want mom's opinion if she thought they needed sutures. Or the child had been sick and they wanted mom's opinion if they should be more concerned. Times when Doc Klines office was closed, the traffic to our home was more and sometimes they just wanted her opinion before going to him. She gave daily injections to a few that were in need, and their primary Dr had set it up so mom could do it for them. She was always willingly to help others. Even our phone would ring with people just wanting to be reassured by her voice. Mom never took anything or asked anything for her time. She gave if herself so freely to help anyone in our community that was in need.

Being involved with the VFW and the Presbyterian church also brought many folks to our home that were in need. Some needed clothes for their children, some needed food. Some needed help with finances to get by until their next payday. There were some traveling thru our town that ran out of gas and needed help getting to their destinations. Mom never turned anyone away that I can recall. She somehow managed to do for all who ask of her. I do recall how grateful people were, and their thankful words warmed mom's heart. She gave endless hours working as an attendant for our young ambulance service never expecting anything in return. She helped endless people by serving her community to make it a better place for all. Being the mayor of Wellton was because people were comfortable coming to her with their problems and concerns. But she didn't continue on politics as too many people were in for their own gain and not for the better of our community. Mom drove the grade school bus then later the high school carrying the kids safely to and from school something she didn't take lightly. If you'd ever seen her driving you know just what I mean. Both hands locked on the steering wheel and her face looking directly ahead. She was an excellent driver. She was involved in many of our community's activity, and she ran bingo for years for tri Valley to be able to purchase the extra things that it needed. She drove the body van taking the dead to town, she knew all of them except for those killed on the interstate. Mom did all so graciously. She had a big heart and loved her community.

I could go on endlessly telling of the things she did for her town and her community. Most people here know of the endless hours she gave of herself. I don't know of any event she didn't



help in some way, up until 2014 when acute radiation poisoning robbed my mom of who she once was.”

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

Marjorie Ruth Rockwell was the first woman mayor for the Town of Wellton. She served on the Town of Wellton council from XX/XX/XXXX to XX/XX/XXXX. She was active with volunteer work as noted above.

2. Describe how the nominee has been involved in the betterment of the community.

Marjorie Ruth Rockwell helped with our children and any one of need as noted above. She took pride in our community.

3. Why should the nominee serve as the Grand Marshal? It is my understanding Marjorie Ruth Rockwell was to be nominated for Grand Marshal by Council member Davidson for 2023 Pioneer's parade. Unfortunately, due to time constraints the nomination process was not implemented in 2023. Marjorie was 90 at the time and recently passed away on September 12, 2023 at the age of 91. While it is recommended the Grand Marshal be alive, I believe we should make an exception due to the oversight last year. We could put a poster board picture of Marjorie



Ruth Rockwell in the passenger side to honor her services to the Town of Wellton. At minimum, Marjorie Ruth Rockwell should be an honorary Grand Marshal.

Re: Nomination form

Barbara Biggs <bbiggs@welltonaz.gov>

Tue 12/12/2023 11:39 PM

To: Mary Miranda <mmiranda@welltonaz.gov>

2 attachments (496 KB)

Grand-Marshall-Nomination-2023 - Marjorie Ruth Rockwell.docx; Grand-Marshall-Nomination-2023-Lou Landers.docx,

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Let me know if you have any questions. Thank you,

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28634 Oakland Avenue

PO Box 67

Wellton Arizona 85356

(928) 785-3348

(928) 785-4374 Fax

mmiranda@welltonaz.gov

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Your Contact Information

Name(s): Barbara Biggs

Phone Number: 907-538-6942

Contact Email: thebiggs62298@yahoo.com

Nominee Information

Name(s): Lou Landers

Address: 27364 Ligurta Ln

Phone Number: 907-538-6942 Contact Email:

May we use your name as the person who nominated this individual/couple?

Yes: X No:



Please explain why you feel this individual/couple should be selected as Grand Marshal.

Lou has been instrumental in taking the "Volunteer Lead" for Coyote Wash. He has coordinated cleanup of the CW Golf Course where it looks much more presentable when driving into Phases 3 and 4.

1. Describe the nominee activities, and accomplishments, either professional, volunteer, or otherwise.

Lou purchased and installed hundreds of lights in Phase 3 of Coyote Wash at his own expense. He also had a custom sign made upon entry and as mentioned above did much cleaning up in Phase 3 and 4 of Coyote Wash. He has spend hundreds of dollars and hours trying to help Phase 3 of Coyote Wash look its best!

2. Describe how the nominee has been involved in the betterment of the community.

By donating his time, money and talent he has helped improve the community.

3. Why should the nominee serve as the Grand Marshal?



Lou has gone above and beyond the definition of "Volunteer" and has done so for the love of his community, therefore, I believe he should serve as the Town of Wellton's 2024 Grand Marshal.

Grand Marshal Judging Sheet

Event Name: Pioneer Day Parade and Fiesta

Nominee's Name: _____

Judging Criteria:

Please rate the nominee on a scale of 1 to 10, with 1 being the lowest and 10 being the highest, in each of the following categories:

1. Leadership Skills:

- Ability to inspire and guide others.
- Demonstrates strategic thinking and decision-making.

Score: _____

2. Contributions to the Community/Organization:

- Examples of impactful contributions and achievements.
- Involvement in community/organization initiatives.

Score: _____

3. Positive Impact on Others:

- Evidence of positive influence on individuals or groups.
- Acts as a role model for others.

Score: _____

4. Commitment and Dedication:

- Shows consistent dedication to the cause or purpose.
- Demonstrates a strong work ethic.

Score: _____

5. Alignment with Event Values:

- How well the nominee embodies the values and spirit of the event.
- Consistency with the goals and mission.

Score: _____

TOTAL SCORE: _____

3

**SAN FRANCISCO AVENUE STREET IMPROVEMENT
CONSTRUCTION CONTRACT
CDBG CONTRACT # 145-23
CFDA # 14.228**

This Agreement entered into this ____ day of _____, 2024, by and between the Town of Wellton, an Arizona municipal corporation (the "Town"), and DPE Construction, Inc., an Arizona corporation (the "Contractor"). The Contractor and the Town are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Town is a recipient of Community Development Block Grant ("CDBG") Contract # 145-23 from the Arizona Department of Housing ("ADOH") through the United States Department of Housing and Urban Development ("HUD," to construct the Town of Wellton Bakersfield Avenue Improvements, along a section of Bakersfield Avenue in Wellton, Arizona, from Hindman Street to the east to Center Street (the "Project").

B. The Town issued an original scope of work on July 9, 2023, which encompassed a larger section of Bakersfield Avenue; the Town reduced that original scope of work.

C. The Town utilized a competitive selection process to award the Project to the Contractor, whose proposal is attached hereto as Exhibit A and incorporated herein by reference (the "Proposal").

D. The Town desires to enter into this Agreement with the Contractor to complete the Project.

AGREEMENT

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

1.0 AGREEMENT DOCUMENTS

The Advertisement for Bids, Bid Schedule, Additive Bid Items, if any, Plans, Specifications, General Conditions, Special Provisions, Addenda, if any, Proposal, Bid Surety Bond, Contract Surety Bond, Labor and Materials Surety Bond, Certificates of Insurance, Change Orders if any, all of which may be obtained at the office of James Davey and Associates, Inc., at 1025 W. 24th Street, Suite #2 Yuma, Arizona, 85364, telephone (928) 782-7926, e-mail: tsanchez@jdcivil.com, and all Exhibits attached hereto are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

2.0 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools, and perform all services, required for the completion of the Project, as more particularly described in the

Engineer's plans and specifications in accordance with the provisions of 24 CFR Part 570 and the terms of this Agreement and shall completely and totally construct the same and install the materials therein for the Town, in a good and workmanlike and substantial manner and to the satisfaction of the Town, through its engineers and under the direction and supervision of James Davey and Associates, Inc. (the "Engineer"), or his properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the engineers for the Town, and with such modifications of the same and other documents that may be made by the Town through the Engineer or his properly authorized agents, as provided herein.

3.0 TIME OF COMPLETION

The Contractor further covenants and agrees to complete the Project at his own cost and expense, free and clear of all claims, liens, and charges whatsoever, within 120 calendar days from the date of Notice to Proceed.

4.0 LIQUIDATED DAMAGES

The Town and the Contractor recognize that time is of the essence of this Agreement and that the Town will suffer financial loss if the work is not completed within the time specified. The Parties also recognize the delays, expenses, and difficulties involved in determining the actual loss suffered by the Town if the Project is not completed within the time specified. Accordingly, instead of requiring any such proof, the Town and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Town **four hundred and thirty dollars (\$430)** for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

5.0 SOURCE OF FUNDS

Town payments to the Contractor will be made from CDBG funds not exceeding **three hundred sixty two thousand four hundred thirty eight dollars (\$362,438)** for the performance and completion of the Project. The Contractor understands that fees or charges incurred in excess of this amount will not be paid. Payment is contingent on the Contractor's compliance with the terms of this Agreement, including but not limited to Davis-Bacon and Federal Labor Standards and the availability of funds.

6.0 PAYMENT

6.1 No work shall begin until the Notice to Proceed has been issued by the Town and received by the Contractor. The Contractor may request funds only after the date of the executed Agreement. Expenditures made by the Contractor prior to the date of the executed Agreement are not eligible for reimbursement.

6.2 For and in consideration of the work performed in accordance with the directions of the Town, through its Engineer, and to his satisfaction, the Town agrees to pay the Contractor in accordance with the payment schedule as follows (10% retainage is required until satisfactory completion of the work):

- 6.2.1 \$81,548.55 payment upon 30% completion of work.
- 6.2.2 \$81,548.55 payment upon 50% completion of work.
- 6.2.3 \$81,548.55 payment upon 70% completion of work.
- 6.2.4 \$81,548.55 payment upon 90% completion of work.
- 6.2.5 100% payment upon issuance of acceptance of final inspection and submittal of all required documentation.
- 6.3 The Contractor shall submit each payment request and the following documentation to the Town:
 - 6.3.1 Release of liens from all subcontractors and suppliers
 - 6.3.2 Davis Bacon Wages Payroll
 - 6.3.3 Authorization for Payment
 - 6.3.4 Schedule of items completed, correlating with the payment schedule
 - 6.3.5 Warranties and manufactures information (submit only with final payment request)
- 6.4 A Notice of Completion must be filed not less than 30 days and no more than 45 days after the construction work has been completed. The retention, in the amount of **thirty-six thousand and two hundred forty-three dollars and 80 cents (\$36,243.80)** shall be paid upon receipt of the filed Notice of Completion.
- 6.5 The Town shall inspect the work prior to the approval of each payment.

7.0 CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall ensure that the activities of the Project carried out under this Agreement meet all applicable requirements of the HUD CDBG Program National Objective defined in 24 CFR 570.208.
- 7.2 The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide the Contractor, its employees, or subcontractors any business registrations or licenses required to complete the Project.
- 7.3 The Contractor agrees to furnish to the Town, before beginning construction, proof of licensing, certificates of insurance, and required bonds showing that the Contractor has complied with the provisions of this Section 7.

- 7.4 The Contractor must maintain proof of expenditures to include checks, invoices, contracts, vouchers, orders, and other accounting documents evidencing the proper detail, the nature, and property of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget (OMB), and as may be otherwise reasonably required to permit the Town to determine or confirm that such expenditures are prudent.
- 7.5 The Contractor must periodically meet with the Town to review the status of this Agreement.
- 7.6 Cleaning Up: The Contractor shall keep the Project premises free from accumulation of waste material, debris, and rubbish and at the completion of this Agreement shall surrender the premises to the Town free and clear of all debris, rubbish, implements, equipment, and surplus materials and leave the premises broom-clean unless otherwise specified by the Town.
- 7.7 Fiscal Responsibility: It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the Project. Any modifications to the quantity or scope of work must be pre-approved in writing by the Town. Therefore, should the project not be completed, the Contractor shall immediately reimburse all funds expended on the project directly to the Town. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the Town, the State, or Federal government, the Contractor shall immediately reimburse said funds directly to the Town.
- 7.8 Financial Audit/Programmatic Monitoring: The Contractor will be monitored periodically by the Town, both programmatically and financially, to ensure the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, performance, and administrative issues, and will identify areas where technical assistance and other support may be needed.
- 7.8.1 The Contractor shall furnish all information and reports required hereunder and will permit access to its books, records, and accounts to the Town, ADOH, HUD or its agent, or other authorized Federal officials for the purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- 7.8.2 The Contractor must maintain records pertaining to this Agreement and the Project until notified by the Town, that such documents may be destroyed as described in the Certifications and Other Uniform Administrative Requirements attached hereto as Exhibit B and incorporated herein by reference.

CONDITIONS

- 7.9 **Conditions for Religious Organizations:** In accordance with the First Amendment of the U.S. Constitution, CDBG funds may not be used for activities described in 24 CFR 570.200 (j).
- 7.10 **Acknowledgments:** The Contractor must acknowledge the role of the Town, the United States Department of Housing and Urban Development (HUD), and the Arizona Department of Housing (ADOH) Community Development Block Grant (CDBG) program in providing services through this Agreement. **All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.**
- 7.10.1 No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Contractor or by any employee of the Contractor.
- 7.10.2 The Contractor shall advise the Town or its designee at the time of delivery of any copyrighted or subject to copyright work furnished under this Agreement, or any adversely held copyrighted or subject to copyright material incorporated in any such work and of any invasion of the right of privacy therein contained.
- 7.11 The Town may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

8.0 ENFORCEMENT

- 8.1 **Reasons for Justifiable Cause:** If the Contractor materially fails to comply with any terms of this Agreement or applicable law, the Town may take one or more of the following actions, as appropriate in the circumstances, which may include but are not limited to the following:
- 8.1.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the awarding agency:
- 8.1.1.1 Wholly or partly suspend or terminate the award evidenced by this Agreement;
- 8.1.1.2 Withhold further awards to the Contractor's Project funded by the award evidence by this Agreement;
- 8.1.1.3 Recapture funds and terminate the Agreement;
- 8.1.1.4 Take other remedies that may be legally available.

- 8.2 Non-Waiver of Enforceability: Failure of the Town to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Town to enforce each and every provision.

9.0 TERMINATION

- 9.1 Suspension or Termination: In accordance with 24 CFR 85.43, the Town may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement.
- 9.2 Option to Terminate by Town: Should the Contractor, after ten (10) days have expired following a written notice to perform from the Town to the Contractor, fail, refuse, or neglect to perform any provisions of this Agreement, the Town may terminate this Agreement, take possession of all materials, tools, equipment, and appliances and finish said work by the appointment of another contractor. In the event of such termination, all payments presently due to the Contractor under this Agreement may be withheld by the Town until the work has been completed by a subsequent contractor by such other means as the Town elects, and the job has been so certified completed. Any and all costs so incurred to complete the job may be deducted from the Agreement sum then or thereafter due to the Contractor. Such action shall be without prejudice to any other remedy the Town may have then or in the future.
- 9.3 Option to Terminate by the Contractor: Should the performance of this Agreement be stopped by any public authority or act of God for a period of thirty (30) days or more, through no fault of the Contractor, the Contractor may stop or terminate this Agreement and recover from the Town payment for all work executed according to the work and material estimates herein, and the Contractor shall stand the loss for the uncompleted portion of this Agreement. Should performance be stopped through an act of negligence of the Town, or should the Town fail to pay the Contractor any payment due within thirty (30) days after written notice of the Contractor to pay, the Contractor may stop work, terminate this Agreement, and recover from the Town payment for all work executed according to the work and material estimates herein and any damage sustained.
- 9.4 Termination for Convenience: Either Party may terminate this Agreement for convenience in accordance with 24 CFR 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Party in writing stating the reasons for such termination.

10.0 GENERAL PROVISIONS

- 10.1 Availability of Funds: Every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for

the continuance of this Agreement the Town may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the Town in the event this provision is exercised, and the Town shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in the execution of this Agreement.

- 10.2** Compliance with Law: Under 24 CFR 84 and 85 the Contractor must comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement.
- 10.3** Attorney Fees and Costs: If either Party brings any action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- 10.4** Arbitration: If the Parties mutually agree, claims, disputes, or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other Party to this Agreement.
- 10.5** Indemnification: The Contractor agrees to defend, indemnify, and hold harmless the Town, Arizona Department of Housing(ADOH), the United States Department of Housing and Urban Development (HUD), and each of their agents and employees, from all losses, liability, claims, or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or intentional acts, mistakes or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the Town. It is the intent of this section to require the Contractor to indemnify the Town to the fullest extent permitted under Arizona law.
- 10.6** Remedies: If either Party breaches or defaults on this Agreement, the other Party is entitled to exercise all available legal and equitable rights and remedies.
- 10.7** Conflict of Interest: All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 10.8** Successor and Assigns: This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.
- 10.9** Applicable Law; Venue: This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yuma County, Arizona.

- 10.10 Waiver:** If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. All waivers of performance must be in writing, signed by the waiving Party.
- 10.11 Severability:** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 10.12 Integration:** The Agreement documents contain the entire Agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement are valid or binding. All modifications to this Agreement must be in writing, signed, and endorsed by the Parties.
- 10.13 No Partnership:** Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither Party is neither principal nor agent of the other.
- 10.14 Independent Contractor:** Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Contractor shall obey all State and Federal statutes, rules, and regulations that are applicable to provisions of the services called for herein. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the Town. The Town shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- 10.15 Insurance:** The Contractor will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and further described in the Insurance and Bond Requirements attached hereto as Exhibit C and incorporated herein by reference.
- 10.16 Worker's Compensation:** The Contractor will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.
- 10.17 Authority to Execute This Agreement:** The Town and the Contractor warrant that each Party has full power and authority to enter into and perform this Agreement in accordance with its terms and that the individual executing this Agreement is authorized to do so.

- 10.18 Further Documents and Acts:** The Town and the Contractor will execute and deliver all necessary documents and perform all acts reasonably requested by the other Party or by an escrow agent is required to consummate a sale transaction, construction work, or other activities described in this Agreement.
- 10.19 Entire Agreement:** The Contractor and the Town have read this Agreement and its exhibits and agree to be bound by all of its terms, and further agree that it constitutes the entire Agreement between the two Parties and may only be modified by a written mutual agreement signed by the parties.
- 10.20 E-verify Requirements:** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.
- 10.21 Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

11.0 NOTICES

- 11.1** Any and all notices, request demands, or communications by either Party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person, or shall be sent to respective Parties at the following addresses:

Town of Wellton:

Yolanda Galindo, Grants Director
28634 Oakland Avenue
P.O. Box 67
Wellton, AZ 85356
Phone: 928-785-3348
Email: ygalindo@welltonaz.gov
Fax: 928-785-4367

Contractor:

Donald R. Peterson, President
1636 E. 20th Street
Yuma, AZ 85365
Phone: 928-783-7885

11.2 The Town staff shall address all notices relative to this Agreement to the Contractor.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto executed this Agreement as of the later date of the signatures of the duly authorized representatives subscribed below:

“Town”

Town of Wellton, an Arizona municipal corporation

Scott Blitz
Mayor

Date:_____

“Contractor”

DPE Construction, Inc., an Arizona corporation

Donald R. Peterson
President/CEO

Date:_____

APPROVED AS TO FORM:

Andrew J. McGuire
Town Attorney

Date:_____

**EXHIBIT A
TO
BAKERSFIELD AVENUE STREET IMPROVEMENTS
CONSTRUCTION CONTRACT**

[Contractor's Proposal]

See the following page(s).

TOWN OF WELLTON
BAKERSFIELD AVENUE IMPROVEMENTS - PHASE 1 (COBG CONTRACT # 145-23)

Reduced Scope of Work:

Reduced scope of work to match the Town of Wellton's budget (\$362,438).

Waterline from Hindman Street to Center Street.

Roadway Improvements from Hindman Street going east to approximately Station 12+35 (per redlined revised plans).

Bid Item No.	Item Description	Unit	Estimated Quantities	DPE Bid Unit Price	Total	Revised Quantities	Revised Total
1	Saw Cut and Remove Existing Asphalt (Any thickness)	SY	2280	\$ 6.00	\$ 13,560.00	991	\$ 5,946.00
2	Remove Sidewalk, Driveway, and Slab (Flat Work)	SY	52	\$ 95.00	\$ 4,940.00	48	\$ 4,560.00
3	Remove Existing CMU/Mexican Brick Wall (Match Existing)	LF	38	\$ 135.00	\$ 5,130.00	38	\$ 5,130.00
4	Remove Existing CMU/Mexican Brick Wall and Salvage Wrought Iron Fence	LF	84	\$ 60.00	\$ 5,040.00	84	\$ 5,040.00
5	Remove and Relocate Existing Street Sign and Post	EA	3	\$ 250.00	\$ 750.00	1	\$ 250.00
6	Remove and Salvage Existing Fire Hydrant	EA	2	\$ 2,000.00	\$ 4,000.00	2	\$ 4,000.00
7	Remove Existing Mature Tree/Palm Tree/Cacti (Dia. > 1 ft)	LS	1	\$ 7,800.00	\$ 7,800.00	0	\$ -
10	Remove Existing Tree (Dia. < 1 ft)/Shrub/Bushes	LS	1	\$ 4,500.00	\$ 4,500.00	0	\$ -
11	Remove Existing Catch Basin (Any Size)	EA	2	\$ 2,500.00	\$ 5,000.00	1	\$ 2,500.00
12	Remove Existing RCP Storm Drain (Any Size)	LF	20	\$ 130.00	\$ 2,600.00	10	\$ 1,300.00
13	Pavement Structural Section No. 1 (2.5" AC / 6" ABC)	SY	2983	\$ 48.00	\$ 142,224.00	1300	\$ 62,400.00
14	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	599	\$ 25.00	\$ 14,975.00	280	\$ 7,000.00
15	Valley Gutter and Apron (City of Yuma Std. 3-085, 3-090)	SF	1446	\$ 13.00	\$ 18,798.00	0	\$ -
16	Driveway Entrance (City of Yuma Std. 3-105)	SF	1116	\$ 11.00	\$ 12,276.00	102	\$ 1,122.00
17	Concrete Sidewalk (City of Yuma Std. 3-135)	SF	2050	\$ 10.00	\$ 20,500.00	688	\$ 6,880.00
18	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	354	\$ 25.00	\$ 8,850.00	118	\$ 2,950.00
19	Catch Basin (City of Yuma Std 11-030, Type F Single)	EA	1	\$ 7,000.00	\$ 7,000.00	0	\$ -
20	Catch Basin (City of Yuma Std 11-030, Type F Double)	EA	2	\$ 7,600.00	\$ 15,200.00	2	\$ 15,200.00
21	18" Dia. R.G.R.C.P. Storm Drain	LF	72	\$ 270.00	\$ 19,440.00	35	\$ 9,450.00
22	5' Dia Storm Drain Manhole (City of Yuma Std 6-020)	EA	2	\$21,000.00	\$ 42,000.00	1	\$ 21,000.00
23	24" Dia. R.G.R.C.P. Storm Drain	LF	6	\$ 680.00	\$ 4,080.00	0	\$ -
24	36" Dia. R.G.R.C.P. Storm Drain	LF	6	\$ 700.00	\$ 4,200.00	6	\$ 4,200.00
25	Concrete Collar (City of Yuma Std. 11-055)	EA	4	\$ 1,400.00	\$ 5,600.00	2	\$ 2,800.00
26	6" Dia. C-900 PVC Watermain	LF	837	\$ 60.00	\$ 50,220.00	837	\$ 50,220.00
27	6" RW Gate Valve (City of Yuma Std. NO. 5-065, 5-075)	EA	8	\$ 4,000.00	\$ 32,000.00	8	\$ 32,000.00
28	Fire Hydrant (City of Yuma Std. 5-155)	EA	3	\$ 8,500.00	\$ 25,500.00	3	\$ 25,500.00
29	Existing Waterline Lowering (City of Yuma Std. 5-185)	EA	2	\$ 4,200.00	\$ 8,400.00	1	\$ 4,200.00
30	CMU Wall With Existing Salvage Wrought Iron Fence (Match Existing)	LF	63	\$ 200.00	\$ 12,600.00	63	\$ 12,600.00
31	Brick Wall/CMU Wall (Match Existing)	LF	30	\$ 190.00	\$ 5,700.00	30	\$ 5,700.00
32	Adjust Ex. Stormdrain Manhole with new Frame and Cover (City of Yuma Std 6-040)	EA	2	\$ 1,000.00	\$ 2,000.00	1	\$ 1,000.00
33	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	EA	1	\$ 850.00	\$ 850.00	1	\$ 850.00
34	Survey Monument (City of Yuma Std 4-030)	EA	1	\$ 1,350.00	\$ 1,350.00	1	\$ 1,350.00
35	Pavement Marking, 18" Solid White Thermoplastic Stop Bar (18SW)	LF	36	\$ 35.00	\$ 1,260.00	18	\$ 630.00
100	Mobilization	LS	1	\$15,500.00	\$ 15,500.00	1	\$ 15,500.00
200	Storm Water Pollution Prevention Plan	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
300	Maintenance and Protection of Traffic	LS	1	\$22,000.00	\$ 22,000.00	1	\$ 22,000.00
400	Construction Staking	LS	1	\$22,660.00	\$ 22,660.00	1	\$ 22,660.00
TOTAL =					\$ 575,003.00		\$ 362,438.00

**EXHIBIT B
TO
BAKERSFIELD AVENUE STREET IMPROVEMENTS
CONSTRUCTION CONTRACT**

[Certifications and Other Uniform Administrative Requirements]

See the following page(s).

Exhibit B
Certifications and Other Uniform Administrative Requirements

I. UNIFORM ADMINISTRATIVE REQUIREMENTS

Under 24 CFR 570.502(b) and 570.506, the Subrecipient will maintain and submit all records required by federal regulations that pertain to the activities to be funded under this Agreement.

II. DOCUMENTATION AND RECORD KEEPING

During the term of this of this Agreement and for five (5) years following termination or expiration of this Agreement , or the period specified at 24 CFR 85.42 as modified by 24 CFR 570.502(a) (16) OR 24 CFR 84.53 (b) as modified by 24 CFR 570.502(b)(3)(ix)(A) and (B), whichever period is longer , or if any audit, claim, litigation, or other legal action involving the records is started before expiration of the five (5) year period, the records shall be retained for a period of five years by the Subrecipient.

- a. The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Types of records required to be maintained by Subrecipient shall include but are not be limited to:
 1. Records showing that the Subrecipient is a qualified Subrecipient for Community Development Block Grant (CDBG) funds under the United States Department of Housing and Urban Development (HUD) regulations;
 2. Records providing a full description of each activity undertaken;
 3. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
 4. Records required to determine the eligibility of activities;
 5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 6. Other records necessary to document compliance with Subpart K of 24 CFR 570.
 7. Records showing that participating citizens served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of lower income persons;
 8. Financial records required by federal regulations or directives, e.g. applicable A--102 and A-110 (2)(h) regarding annual audits;
- b. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. The Subrecipient agrees to obtain a completed survey from every applicant whom assistance is sought and/or provided. Such data shall include, but not be limited to, adults and teens: ethnicity, gender, disability status, of all applicants and/or beneficiaries, and description of service provided. Such information shall be made available to the Town monitors or their designees for review upon request.

- c. Program Income: The Subrecipient shall report (annually) all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the agreement period for activities permitted under this agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Town at the end of the agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income but shall be remitted promptly to the Town.
- d. Disclosure: The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Town or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e. Property Records: The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b) (8).
- f. National Objectives: The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having particular urgency - as defined in 24 CFR part 570.208.
- g. Close-Outs: Subrecipient obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County,) and determining the custodianship of records.

III. PROCUREMENT

- a. Compliance: The Subrecipient will comply with the current Town's policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

- b. OMB Standards: The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.
- c. Travel: The Subrecipient shall obtain written approval from the Town for any travel outside the metropolitan area with funds provided under this Agreement.
- d. Relocation, Acquisition and Displacement: The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Town's Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

IV. EQUAL OPPORTUNITY

- a. The Subrecipient agrees to comply with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended.
 - 3. Section 109 of the Housing and Community Development Act of 1974.
 - 4. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - 5. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - 6. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - 7. Federal Fair Housing Act of 1988, P.L. 100-430.
 - 8. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - 9. The American Disabilities Act and Section 504 of the Rehabilitation Act, as amended. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

V. SUBCONTRACTS

- a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Town prior to the execution of such Agreement.

- b. **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

VI. INTEREST OF OFFICIALS AND CONFLICT OF INTEREST

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No member, officer, or employee of the Subrecipient or its designees or agents, no member of the governing body of the locality in which the program is situated during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties.

VII. HATCH ACT

The Subrecipient agrees to comply with the provisions of the Hatch Act, which limit the political activity of employees.

VIII. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to administer and enforce the labor standards requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.

IX. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

- a. The Subrecipient agrees to comply with any conditions resulting from the Town's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58 insofar as the provisions of such Act apply to activities set forth in Exhibit A. Statement of Work.
- b. The Subrecipient agrees to comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution and the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93234).
- c. This Agreement is also subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800, and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended from time to time.

X. LEAD-BASED PAINT

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.487). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

XI. PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the Town. The proceeds from the disposition of real property shall be considered Program Income.

XII. LOBBYING

The Subrecipient will ensure that, to the best of its knowledge and belief of the undersigned:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grants, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal or amendment of any Federal contract.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure."

XIII. ACQUISITION/RELOCATION

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulation.

**EXHIBIT C
TO
BAKERSFIELD AVENUE STREET IMPROVEMENTS
CONSTRUCTION CONTRACT**

[Insurance and Bond Requirements]

See the following page(s).

Exhibit C

Insurance and Bond Requirements

- A)** The CONTRACTOR shall agree to carry all insurance which may be required by Federal and State Laws, County and City Ordinances, Regulations and Codes, Neither the CONTRACTOR nor any subcontractor shall commence work under this AGREEMENT until the CONTRACTOR has provided the TOWN with certificates of insurance identifying this AGREEMENT by name and the TOWN has approved the insurance. The entire project covered by this AGREEMENT will be at the CONTRACTOR'S risk until final acceptance of the Project by the TOWN.
- B)** All required insurance policies, except Workers Compensation, must name the TOWN OF WELLTON, and its employees, as Additional Insured. Any insurance coverage carried by the TOWN or its employees is excess coverage and not contributory coverage to that provided by the CONTRACTOR. The CONTRACTOR must give the TOWN 30 days of written notice before canceling any policy. The CONTRACTOR'S failure to furnish evidence of insurance may be considered a breach. All certificates are to be sent to:
Town of Wellton, Yolanda Galindo, P.O. Box 67, Wellton, Arizona 853564
- C)** Concurrently with the execution of this AGREEMENT, the CONTRACTOR shall provide and maintain, during the life of the AGREEMENT, General Liability, Automobile Liability and Worker's Compensation Insurance as follows:
- D)** The CONTRACTOR shall provide proof of and maintain Commercial General Liability Insurance with an unimpaired limit of not less than \$1,000,000.00 for each occurrence, the policy must be primary. The policy must include coverage for Bodily Injury, Contractor's Protective Bodily Injury, Contractor's Protective Property Damage, Contractual Bodily Injury, Contractual Property Damage, Products/Completed operations, and Blanket Contractual Covering, but not limited to, the liability assumed under the indemnification provisions of this AGREEMENT.
- E)** The Contractor must carry Worker's Compensation Insurance to cover obligations imposed by Federal and State statutes having jurisdiction of employees engaged in the performance of the work or services. Attach a Letter of Certification, from the Industrial Commission of Arizona, in which CONTRACTOR is insured by the State Compensation Fund or is authorized by the Arizona Department of Insurance to provide Workmen's compensation and Employer's Liability Insurance in the State of Arizona.
- F)** The CONTRACTOR must carry Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages not less than \$100,000/\$300,000/\$100,000 (per person/per accident/property damage/occurrence) for each occurrence on all vehicles the CONTRACTOR uses whether owned or leased, in the performance of the work or services under this AGREEMENT.
- G)** In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance. The CONTRACTOR must maintain all insurance in full force and effect until the Project is satisfactorily completed and formally accepted. Failure to maintain the required insurance may, at the sole discretion of the COUNTY, constitute a breach.