

Jack Miller  
Mayor

Eric Granillo  
Vice -Mayor

Tom Armstrong  
Councilmember

John McCafferty  
Councilmember

Annie Perkins  
Councilmember

Sherri Phillips  
Councilmember

Robert Schacherer  
Councilmember



## **TOWN COUNCIL NOTICE & AGENDA**

**SPECIAL MEETING  
TUESDAY, JUNE 27, 2023  
4:00 P.M.**

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323**

### **AGENDA**

- 1. CALL TO ORDER; ROLL CALL**
- 2. Public Hearing, consideration and possible action on Resolution No. 2023-1231, regarding adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.**
- 3. ADJOURNMENT**

**REGULAR MEETING  
TUESDAY, JUNE 27, 2023  
6:00 P.M.**

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

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

### **AGENDA**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
  - a. Presentation of certificate of appreciation to members of the General Plan Steering Committee.**

**3. CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

*Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.*

**4. CURRENT EVENT SUMMARIES AND REPORTS**

*This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.*

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

**5. CONSENT AGENDA**

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

- a. Consideration and possible action to approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed \$15,000.
- b. Consideration and possible action to approve the Addendum No. 2 to Contract for Legal Services with Gust Rosenfeld P.L.C. effective July 1, 2023.
- c. Consideration and possible action to appoint applicants recommended by the Appointments Subcommittee to the Roads and Streets Committee.
- d. Consideration and possible action to approve Resolution No. 2023-1230, designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.
- e. Consideration and possible action to award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of \$100,128.



- f. Consideration and possible action to approve a First Amendment to the Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

## 6. ACTION ITEMS

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

- a. Consideration and possible action to approve a Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for \$498,994.

**Recommended Action:** Approve the Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for \$498,994.

- b. Public Hearing regarding Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of \$45,150,500.

**Recommended Action:** Hold the Public Hearing.

- c. Public Hearing regarding Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute the budgets of the Districts for Fiscal Year 2023/2024.

**Recommended Action:** Hold the Public Hearing.

## 7. ADJOURNMENT

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**SPECIAL MEETING  
TUESDAY, JUNE 27, 2023  
6:05 P.M.**

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

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## AGENDA

- 1. CALL TO ORDER; ROLL CALL

2. Consideration and possible action to approve Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of \$45,150,500.

**Recommended Action:** Approve Resolution 2023-1225, adopting the Fiscal Year 2023/2024 Final Budget and establishing the Fiscal Year 2023/2024 expenditure limitation.

3. Consideration and possible action to approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

**Recommended Action:** Approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

#### 4. **ADJOURNMENT**

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**EXECUTIVE SESSION  
TUESDAY, JUNE 27, 2023  
6:30 P.M.**

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

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### **AGENDA**

1. **CALL TO ORDER; ROLL CALL**
2. An executive session pursuant to A.R.S. §38-431.03 (A)(4) for discussion or consultation with the Town Attorney in order to consider the Town's position and instruct the Town Attorney regarding an agreement relating to water resources.
3. **ADJOURNMENT**

Dated this 20th day of June, 2023.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

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

Council meetings are live-streamed on Town of Chino Valley Facebook page.

**CERTIFICATION OF POSTING**

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  
Erin N. Deskins, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

2.

**Meeting Date:** 06/27/2023  
**Contact Person:** Will Dingee, Senior Planner  
**Department:** Development Services  
**Estimated length of staff presentation:** 30 minutes  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Public hearing, consideration, and possible action on Resolution No. 2023-1231 regarding adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

#### RECOMMENDED ACTION:

- i) Hold a public hearing.
- ii) Adopt Resolution No. 2023-1231, adopting the "Make It Chino! 2040 General Plan" as the general plan for the Town of Chino Valley and directing that it be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

#### SITUATION AND ANALYSIS:

Town Council met jointly with the Planning and Zoning Commission to discuss the 2040 General Plan Final Hearing Draft on Wednesday, June 21, 2023. This final draft is being presented to the Town Council along with the Planning Commission's Recommendation to adopt the Plan.

#### Other Pertinent Documents Available Upon Request:

The General Plan can be viewed via the following link: <https://www.makeitchinogeneralplan.com/>

#### Fiscal Impact

**Fiscal Impact?:** N/A  
**If Yes, Budget Code:**  
**Available:**  
**Funding Source:**

#### Attachments

RES - 2023-1231 - 2040 General Plan

**RESOLUTION NO. 2023-1231**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE TOWN CLERK AND TITLED “MAKE IT CHINO! 2040 GENERAL PLAN”; ADOPTING THE “MAKE IT CHINO! 2040 GENERAL PLAN” IN COMPLIANCE WITH ARIZONA REVISED STATUTES § 9-461.06; DIRECTING THAT THE “MAKE IT CHINO! 2040 GENERAL PLAN” BE SUBMITTED TO THE VOTERS FOR RATIFICATION AT THE SPECIAL ELECTION SCHEDULED TO BE HELD ON NOVEMBER 7, 2023; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.**

**WHEREAS**, the provisions of Ariz. Rev. Stat. §§ 9-461.05 and 9-461.06 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to update or readopt a comprehensive, long-range general plan consisting of a statement of community goals and development policies every ten years; and

**WHEREAS**, per Ariz. Rev. Stat. § 9-461.06, the Town Council adopted written procedures to provide for effective, early, and continuous public participation in the development of the proposed general plan; as a result, the Town created a general plan committee comprising members of the community and Town Staff, disseminated proposals and alternatives broadly within the community and on the Town’s website, solicited and received written comments, held several public meetings to discuss the proposed general plan, held public hearings following notice required by law, and considered all public comments; and

**WHEREAS**, per Ariz. Rev. Stat. § 9-461.06(C), the Town sought maximum feasible public participation from all of the Town’s geographic, ethnic, and economic areas and provided opportunities for official comment by property owners and residents, together with civic organizations, local school districts, state and county agencies and adjacent communities, and public service corporations and quasi-public service companies; and

**WHEREAS**, per Ariz. Rev. Stat. § 9-461.06(D), the Town transmitted the proposed draft general plan to all relevant parties, and to all persons that requested in writing to receive a review copy, at least sixty days before the notice issued pursuant to Ariz. Rev. Stat. § 9-461.06(E); and

**WHEREAS**, the Planning and Zoning Commission transmitted its recommendation on the proposed general plan to the Town Council; and

**WHEREAS**, having received and considered all public comment and having considered the best interests of the Town as a whole, the Town Council finds that the “Make It Chino! 2040 General Plan” sets forth Chino Valley’s goals and development policies; and

**WHEREAS**, per Ariz. Rev. Stat. § 9-461.06(M), the Town Council is required to submit the proposed general plan to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the Town Council adopted the plan pursuant to Ariz. Rev. Stat. § 16-204;

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

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

Section 2. That certain document entitled “Make It Chino! 2040 General Plan,” of which one paper copy and one electronic copy are maintained, per Ariz. Rev. Stat. § 44-7041, on file in the office of the Town Clerk as required by Ariz. Rev. Stat. § 9-802, and available for public use an inspection during regular business hours, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

Section 3. The “Make It Chino! 2040 General Plan” is hereby adopted by reference as the general plan for the Town of Chino Valley, Arizona, and incorporated as if fully set forth herein.

Section 4. The “Make It Chino! 2040 General Plan” shall be placed on the ballot at the special election to be held on November 7, 2023, for ratification by the voters.

Section 5. Upon the voters ratifying the “Make It Chino! 2040 General Plan,” the Town of Chino Valley General Plan 2014, adopted May 13, 2014, and all amendments thereto, is hereby repealed.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

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Jack W. Miller, Mayor

ATTEST:

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Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1231 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was \_\_\_\_ ayes and \_\_\_\_ nays and \_\_\_\_ abstentions. \_\_\_\_ Council members were absent or excused.

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Erin N. Deskins, Town Clerk





# CHINO VALLEY 2040 GENERAL PLAN

FINAL DRAFT ■ JUNE 2023









# Final Draft

## June 2023

Prepared for



Town of Chino Valley  
Development Services Department  
202 N State Route 89  
Chino Valley, AZ 86323  
[www.chinoaz.net](http://www.chinoaz.net)

Prepared by



Matrix Design Group, Inc.  
2020 North Central Avenue, Suite 1140  
Phoenix, AZ 85004







# Acknowledgments

## Town Council

- Jack Miller, *Mayor*
- Eric Granillo, *Vice Mayor*
- Tom Armstrong, *Councilmember*
- John McCafferty, *Councilmember*
- Annie Perkins, *Councilmember*
- Sherri Phillips, *Councilmember*
- Robert Schacherer, *Councilmember*

## Planning and Zoning Commission

- Chuck Merritt, *Chair*
- Gary Pasciak, *Vice Chair*
- Teena Meadors, *Planning Commissioner*
- Ronald Penn, *Planning Commissioner*
- Robert Switzer, *Planning Commissioner*
- William Welker, *Planning Commissioner*
- Richard Zamudio, *Planning Commissioner*

## Steering Committee

- Larry Aldrich
- Donna Armstrong
- Dean Echols
- Rachelle Fernow
- Deana Freet
- John Ginn
- Andrew Granillo
- Larry Holt
- Cathy Middlested
- Mike O'Connor
- Jeanelle Shearer
- Andrea Smith
- Laurie Whisenand

## Chino Valley Town Management

- Cindy Blackmore, *Town Manager*
- Terri Denemy, *Assistant to the Town Manager*
- Tricia Lewis, *Public Information Officer*

## Chino Valley Development Services Department

- Laurie Lineberry, AICP,  
*Development Services Department Director*
- Will Dingee,  
*Development Services Department Assistant Director*
- Dee Dee Moore, *Processing Coordinator*

## Special Appreciation

The Town of Chino Valley extends gratitude to the members of the community that participated in this important process.

## General Plan Consultant



Matrix Design Group, Inc.

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## Introduction







The **Make it Chino! 2040 General Plan** is a long-range, comprehensive policy document serving to direct future growth. The plan will be used as a guide for making long-term planning decisions in the coming years. Using overarching goals and implementable policies meant to carry out those goals, the community will be able to bring its vision for the future to life. The General Plan's guidance is meant to meet the needs of Town residents and ensure sustainable growth and suitable use of land.

## Community Context

Located in Yavapai County, Chino Valley sits at the geographic heart of Arizona. It is nestled at the base of Sullivan Buttes and Bald Hill, providing its signature expansive vistas. It's partially surrounded by the Prescott National Forest and is home to the headwaters of the Verde River. Chino Valley residents enjoy four distinct seasons with a relatively mild climate overall.

While Chino Valley notably offers a rural lifestyle for its citizens, it also boasts quality small-town amenities such as an aquatic center, a recreation facility, public parks, and proximity to Prescott Regional Airport. In recent years, there has been rapid growth within the town, with the population growth rate outpacing the state and county rates. Of the almost 63 square miles that make up the Town, the area that extends along SR-89 is the most populated, with lower population density on the west side of SR 89, and primarily rural undeveloped land further east near and past Granite Creek.

## Remembering Our Past

Chino Valley was settled in the late 1800s, officially incorporated on September 21, 1970, and has continuously retained its peaceful, scenic, and rural character. The town gets its name "chino" from the Spanish name for the abundant grama grass that is indigenous to the area.

Chino Valley honors its past by preserving and embracing tradition. Proclaimed as the original capital of the U.S. Territory of Arizona in 1863, the U.S. Army post known as Fort Whipple oversaw the governance of newly arriving and already arrived settlers. Those who established homesteads saw it as an opportunity to build a future. Drawn in by plentiful natural resources, they utilized the Del Rio Springs and vast grasslands to build ranches and farms. As the railroad expanded throughout Arizona and eventually into Chino Valley, farmers and ranchers were given more access to economic opportunity. This, combined with a small-town way of life, attracted more people to the territorial capital. Although the capital moved to Prescott in 1864, the population of the area in which Chino Valley exists today continued to

grow, and the land began to take shape as a self-sufficient and independent community. Since the days of Fort Whipple, preserving the unique way of life found in Chino Valley has not been without challenges. Factors such as declining natural resources and economic hardships have all been part of the town's 160-year history. Ranchers and farmers adapted when change was needed. Because of the resiliency of its residents, Chino Valley has managed to stay the course and grow upon its past.



# Chino Valley Today

Although it had residents and infrastructure prior to the 20th century, Chino Valley did not officially become an incorporated town until 1970. Since then, Chino Valley has steadily grown while preserving its traditional roots and character. Areas throughout town, such as Del Rio Springs and local vineyards, have become unique examples of growth and preservation. Farming and ranching have evolved. Different types of plants, as well as dairy products and animals from ranching, have become common exports.

## Population

From 2010 to 2020, the Town saw an increase of 20 percent in population, growing from 10,800 residents to **13,020** (2020 US Census), which was a greater growth rate than the County and the State. Overall, the population is trending older, with a median age of 54 in 2020 compared to 48 in 2010. The percentage of residents older than 65 has also increased — from 20 percent in 2010 to 29 percent in 2020. Because of the growing population and the trend of aging residents, Chino Valley will need to meet the demands of a changing demographic.

## Housing

Housing is a specific demand that must be met to support a growing population. Currently, a majority of the Town's population lives within one mile of SR-89 and occupies single-family homes. As of 2020, 91 percent of homes throughout the Town were occupied, with nearly three-quarters of occupied homes owned and one-quarter rented. In 2020, household sizes in Chino Valley were 2.3 people per owner-occupied home and 2.1 per renter-occupied home. Housing types are mostly single-family detached homes, although a significant number of homes within the Town are manufactured homes, which represented 44 percent of all homes in Chino Valley in 2020. More information on housing is found in the Land Use Element.

## Vision Statement

Chino Valley's Vision Statement serves as the foundation upon which the goals and policies are built. The vision statement expresses Chino Valley's core values in the most cohesive, succinct way. The statement is derived from a variety of values collaboratively contributed through a series of meetings with the Town Council, the Planning and Zoning Commission, the General Plan Steering Committee, the Town's executive team, and Chino Valley residents and business owners. Nearly 200 individuals weighed in to identify the characteristics and principles that accurately depict their community.



*The Town of Chino Valley is a peaceful, rural community that supports recreation and regional tourism. We are committed to preserving our community's expansive vistas, endless grasslands, and starry night skies while supporting limited and sustainable growth. Our proud agricultural and equestrian tradition makes Chino Valley a desirable place to build a future.*



# General Plan

Chino Valley's previous General Plan was adopted in 2014. In accordance with the Arizona Revised Statutes, general plans have a 20-year life cycle — but must be either revised or replaced and readopted at the 10-year mark. The Town initiated a General Plan rewrite in June 2022 with the goal of replacing the previous plan to ensure the community's current and future needs were well served.

## Who Uses the General Plan?

- **Town Staff** – The Plan references and builds on the existing plans of Town departments and community partners. Town staff will consult it when reviewing changes to development ordinances, rezoning requests, and making recommendations for facilities, services, and capital improvements. Department heads will use the Plan to inform the preparation of work plans, budgets, and capital improvement.
- **Town Council** – Town Council will use the Plan as a guide when making decisions so that the long-term vision for the town is a consistent point of reference.
- **Boards and Commissions** – Members of appointed boards and commissions will be able to use the Plan to carry out their work and mission. Some boards, such as the Planning and Zoning Commission, will more regularly consult the Plan for guidance in decision-making.
- **Residents** – Residents will be able to refer to the Vision Statement, goals, policies, illustrative maps, and implementation actions for assessing the potential for growth in individual areas across the town and when addressing a particular proposal or other matter before the Town Council or appointed boards or commissions. As a common point of reference, the Plan will foster better discussion of the positive aspects of growth and development as well as concerns about the impacts select changes can place on Chino Valley.
- **Developers** – Developers, property owners, builders, and others involved in contributing to Chino Valley will be able to consult the Plan to develop projects and site plans in a manner that considers the larger context, rather than focusing solely on their individual sites. The Plan will create a starting point for conversation about important issues and questions that will be considered when making decisions about land use changes.

## Relationship to Other Town Plans and Regulations

No individual town planning or document or regulation stands alone. Instead, these resources are interwoven and mutually informing. The General Plan provides policies to guide growth and development. While it does not directly define other planning and regulatory documents or how to specifically regulate development, it may include policies that will guide, develop, or amend such documents and regulations.

Strong general plans are the secure foundation of a community's future. They lay the groundwork for an integrated network of more specific plans and regulatory documents which ultimately builds a sustainable, livable community.

### Certificate of Occupancy

Inspection, licenses for compliance with approved detailed plans

### Site Plans

Compliance with zoning district standards and site layout

### General Plan

Vision statement and broad policy guidance

**Certificate of Occupancy**

**Building Plans**

**Site Plans**

**Zoning and Corridor Plans**

**General Plan**

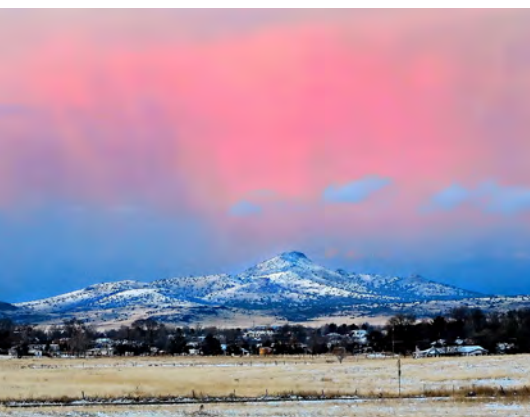
*Foundation of all planning tools*

### Building Plans

Detailed building floor plans and architectural details for compliance with Building Codes

### Zoning & Corridor Plans

Specific zoning categories and regulations addresses lot sizes, setbacks, heights, and specific uses



# General Plan Elements and Organization

The **Make it Chino! 2040 General Plan** is organized to ensure ease of comprehension. Each chapter focuses on infographics that contain statistical information pertaining to the existing and projected conditions of Chino Valley, as well as the envisioned goals and policies. Overarching elements contain broad goals and policies that are ready to be implemented by the Town.

## DEFINITION: GOAL

*Something you want to achieve. It's the desired result that you, or a group of people, plan and commit to achieving. Goals are often long-term. The end toward which effort is directed.*

## DEFINITION: POLICIES

*A set of ideas, a principle or plan of what to do in particular situations that has been agreed to officially by a group of people, a business organization, a government, or a political party. Policies are actionable tools that carry out a goal.*

Statute specifies which General Plan elements are required based on the population and rate of growth of a municipality. The **Make it Chino! 2040 General Plan** includes all seven elements required by state law based on the town's population, as well as eight elective elements and topics that address the unique conditions and vision of Chino Valley. Table 1-1 identifies the state-required elements and the elective elements and topics the Town has added. These elements and topic areas are organized into six "plan elements."

**Table 1-1 Make it Chino! 2040 General Plan Elements and Topic Areas**

| Plan Elements                                       | Statute Required Element                                | Elective Elements and Topic Areas              |
|-----------------------------------------------------|---------------------------------------------------------|------------------------------------------------|
| Land Use Element                                    | Land Use<br>Growth Areas                                | Housing                                        |
| Circulation Element                                 | Circulation                                             |                                                |
| Parks, Recreation, and<br>Natural Resources Element | Open Space<br>Environmental Planning<br>Water Resources | Recreation<br>Conservation<br>Wildlife/Habitat |
| Community Services and<br>Facilities Element        | Cost of Development                                     | Community Services<br>Community Facilities     |
| Economic Development<br>Element                     |                                                         | Economic Development                           |
| Implementation and<br>Administration                |                                                         | Implementation<br>Administration               |





# General Plan Organization

The General Plan is organized as follows.

- 1. Introduction** – provides an overview Chino Valley’s history and character today, what the General Plan is and how it is used, and a summary of the Plan.
- 2. Community Engagement** – describes the community and outreach that went into developing the plan and the role that the Town Council, Planning and Zoning Commission, Town staff, Steering Committee, and residents played in developing the Plan.
- 3. Land Use Element** – defines the densities, intensities, and characteristics of future land uses; includes topics that help guide housing, growth, and development to ensure they are balanced and promote a healthy and vibrant community. This element includes the following required and elective elements and topics.
  - Land Use
  - Housing
  - Growth Areas
- 4. Circulation Element** – sets up the community to maintain adequate transportation systems to move goods, services, and people safely and efficiently throughout town; addresses vehicle, bicycle, pedestrian, and equestrian modes.
- 5. Parks, Recreation, and Natural Resources Element** – seeks to balance growth and development with the need to provide park and recreation amenities and protect and conserve natural resources to support a healthy environment for generations to come. This element covers
  - Parks and Recreation
  - Open Space
  - Environmental Planning
  - Water Resources
  - Wildlife/Habitat
- 6. Community Services and Facilities Element** – summarizes the infrastructure and services that keep the town running and provide quality service to residents; addresses how future growth supports upkeep of services; identifies how resiliency supports residents and sustainability of the town. This element covers:
  - Services
  - Public Facilities
  - Cost of Development
- 7. Economic Development Element** – provides existing economic conditions and an assessment of future economic attractors and opportunities to diversify the economy to fit local needs.
- 8. Implementation and Administration** – includes implementable actions for the Town that help accomplish the goals and policies, and ultimately the General Plan’s vision. The implementation actions are organized by element, relevant goal, and timeframe for completion. This element also addresses how the General Plan is administered and amended.



# 2

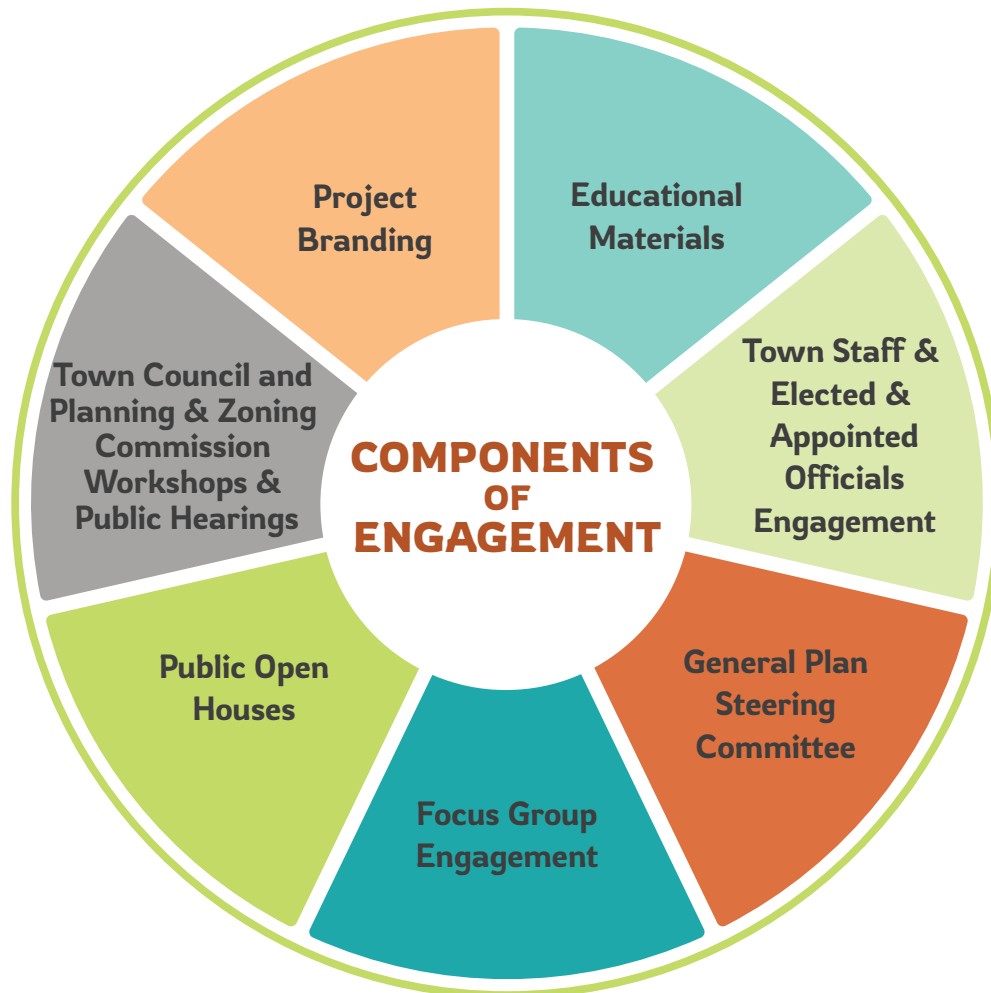
## Community Engagement





A significant part of creating any General Plan is obtaining input and participation from the community. Through a robust outreach effort, hundreds of residents voiced their opinions on a variety of topics and in a variety of outlets. Through the project website, interested citizens were able to provide online comments, utilize the online issue mapping tool and complete

the online community questionnaire. In-person events included two public open houses, along with three joint Town Council and Planning and Zoning Commission meetings. The Make it Chino! 2040 plan incorporates the community's diverse perspective and is reflective of Chino Valley.



Engaging the community, its leadership and key focus group members helps build a plan that is embraced, implemented and supported by the community it serves.



# Town Council and Planning & Zoning Commission

The Town Council and the Planning and Zoning Commission were informed and involved throughout the General Plan process. Significant roles of both entities included appointing the steering committee members and holding meetings with the project management team to ensure timely progress of the General Plan. Additionally, three joint meetings between the Council and Commission were hosted to encourage collaboration amongst the groups and provided a platform for them to uniformly represent the community.

## Joint Meeting November 3, 2022

The first joint meeting of the Town Council and the Planning and Zoning Commission included a discussion of the General Plans characteristics, the project schedule, the public involvement approach, and the vision of the plan. This meeting set up a structure for the steps that would be taken before the second joint meeting

## Joint Meeting February 28, 2023

The second joint meeting provided an update on the General Plan process, review public engagement efforts, summarize the open house meetings, and answer questions. Direction that was received informed the substantive development of the plan.

## Joint Meeting June 12, 2023

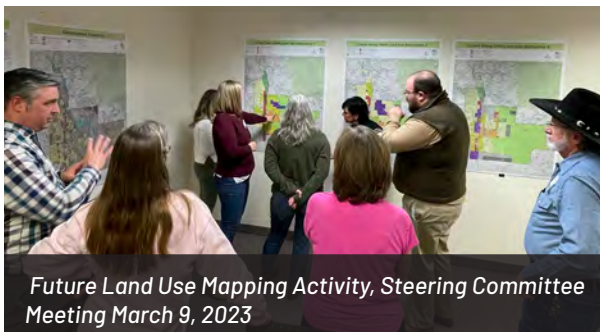
The third meeting was held with the Town Council and Planning and Zoning Commission to review the comments received during the 60-day Public Draft General Plan review period and the recommendations of the Steering Committee. Discussion at the meeting focused on finalizing the Future Land Use Map and refining policies. The meeting also served as a primer to the Public Hearings held June 26 and 27 to make sure any outstanding questions or concerns were answered for the Council and Commission.



Town Council and Planning and Zoning Commission workshop  
November 3, 2022

# General Plan Steering Committee

The role of the Steering Committee was to serve as liaisons for the community, guide the development of the General Plan, and review draft components. Given that town residents have the best sense of what happens in their community, the chosen members were instrumental to the project management team as representatives of the community. Members spearheaded the creation of the Vision Statement, and participated to the development of land use classifications and the Future Land Use Map by assessing several alternatives. They also advised on current issues and concerns in the community. Five Steering Committee meetings were held throughout the development of the General Plan, and additional discussions occurred with Steering Committee members throughout the project



*Future Land Use Mapping Activity, Steering Committee Meeting March 9, 2023*



*Issue Identification Activity, Steering Committee Meeting October 18, 2022*

## October 19, 2022

The Steering Committee were introduced to the General Plan process and provided an overview of their roles and responsibilities. Committee members engaged in an interactive exercise to develop a draft vision statement for the Plan to discuss with the Town Council and Planning and Zoning Commission.

## March 9, 2023

The Steering Committee was presented an overview of the findings from the second public open house. The focus of this meeting was to review three future land use map alternatives to recommend moving forward with a preferred alternative, which included components from each of the alternatives. The resulting preferred alternative was recommended for the Public Draft General Plan after refinement.

## March 30, 2023

The Steering Committee further reviewed and refined the preferred alternative future land use map. The resulting refined future land use map was included in the Public Draft General Plan. The Committee also discussed the draft goals and policies to recommend revisions for the Public Draft.

## April 19, 2023

This meeting was held during the Public Draft review period and provided Steering Committee members with several tools and discussion points to serve as General Plan Ambassadors and engage members of the community and support them to review the Public Draft and provide feedback.

## June 7, 2023

The Steering Committee reviewed Public Draft General Plan comments and provided recommendations to present to the Town Council and Planning and Zoning Commission.

# Focus Groups

Focus group participants were selected based on knowledge of specific topic areas. The purpose of the 10 focus group meetings was to engage in smaller group interviews with residents, community activists, organizations, and technical experts. Interview discussions were rich with information relating to specific topics that informed components of the General Plan. By focusing on specific topics, the project management team was able to gain a detailed understanding of local needs and issues to address in the Plan. Meetings were held with the following focus groups.

- Agricultural
- Business Owners
- Chino Alliance
- Chino Unified School District/  
Yavapai College
- Development Community
- Economic Development
- Historical Society
- Homeowners Associations
- Water
- Wildlife/  
Environmental



Focus Group Meeting October 19, 2022



# Community Contributions

The efforts to include as many community members as possible in the General Plan development process were exhaustive. Citizens were provided a very diverse range of opportunities to participate and have their voices heard. Key elements of the outreach included:



**3,400** Postcard Mailers  
sent to residents to announce first public open house in November 2022



**6** Newspaper Articles  
were published



**80** Responses  
community questionnaire



**111** Responses  
IDPlaces Mapping Tool enable visitors to identify geographic locations where certain features in town are beneficial or lacking



**2,000** Postcard Mailers  
sent to residents to announce second public open house in February 2023



**1,600+**  
Visits to the Project Website



**250+** Public Meeting Attendees



**150** Comments  
received through the website



**3** Joint Meetings  
Involved discussion of explaining the General Plan and giving updates, the project schedule, public involvement, and vision of the plan. As well as reviewing public engagement efforts, summarizing open house meetings, and answer any questions.



**2** Open Houses  
Open engagement with the public to gain an understanding of community preferences and priorities. Various visual activities were used to explain and provide opportunities to give input on the General Plan process.



**6** Steering Committee Meetings  
Engaged smaller groups of participants with specialized knowledge. Focused on specific topic discussions to gain a greater understanding of local needs and issues the General Plan could address.



**10** Focus Groups  
Members chosen by the Town Council to represent the community in guiding the development of the General Plan and review draft components. Offered advice on current issues and concerns in the community.



## Community Engagement Opportunities

The pair of open house meetings proved to be a successful demonstration of Chino Valley residents' active engagement. Each meeting sought the same overarching outcomes: to personally and interactively engage with the community and collect extensive feedback and insights. Notification of the open houses occurred through post cards mailed to residents, press releases, social media posts, public flyers, email lists, and School District outreach.

### Public Open House November 21, 2022

The inaugural open house meeting was guided by three main objectives:

1. Encourage community involvement in crafting a vision statement
2. Gather community preferences using visual aids
3. Establish key community priorities that will shape goal setting

This open house was designed with an array of activities to help the public understand and contribute to the General Plan process. Interactive wall panels sought to glean insights into the participants' long-term visions and goals for their community, looking two decades ahead, while also assessing the community's strengths and weaknesses.

Visual surveys provided an avenue for participants to express their preferences regarding housing types, residential densities, and the inclusion of multi-use trails and paths. This interactive and visually-driven approach was utilized to ensure that all members of the community felt included and that their views were duly noted and considered.

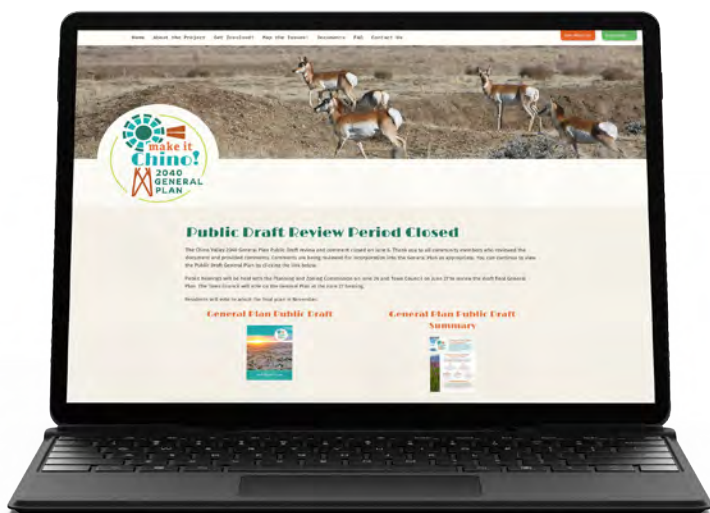


### Public Open House February 27, 2023

The second open house, while building on the foundation set by the first, had distinct objectives:

1. Share updates on the progress achieved so far with the community
2. Furnish attendees with a report on the town's current conditions and trending issues
3. Solicit community feedback on policy proposals for the elements of the General Plan
4. Involve residents in formulating concepts for future land use and road improvement via interactive sessions
5. Enlighten the community members about the process and motivate them to participate and share their views

The interactive prompts and activities in this session aimed to dig deeper into the participants' reactions to preliminary policies related to each aspect of the future plan. Nearly 20 interactive wall panels enabled the community members to voice their opinions on a variety of topics, from highway aesthetics to strategic planning. Two engaging activities were conducted to prioritize infrastructure improvements. The first activity involved the use of string segments representing a limited amount of street maintenance and improvement funding. Participants carefully prioritized which roads need maintenance, where new roads should be laid, and where new trails should be established. A second activity was a hands-on building-block exercise, where individuals use color-coded blocks to visualize their ideal densities and land uses within the town.

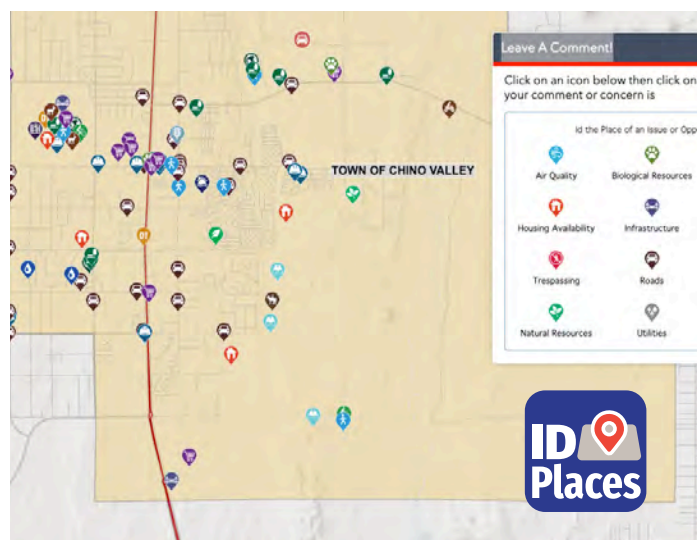


## Make it Chino! General Plan Website

The project website served as a comprehensive resource, housing up-to-date information, tools, and documents. It included details about community meetings, draft documents, research studies, and maps. Additionally, it provided information on opportunities for public engagement, input, and participation.

## IDPlaces App

The IDPlaces app gave the public and stakeholders the ability to put issues on a dynamic, web-based map and provided the community with multiple ways to voice their issues related to specific geographic locations. The app allowed participants to mark the geographic area where the issue exists, add comments, or upload images and documents to create a more interactive experience. Comments are then available for other users to see, creating a collaborative platform.



## Community Questionnaire

A community questionnaire allowed residents and businesses to partake in the General Plan process by responding to a series of pertinent questions. It was available on the project website and emailed out to public participants. This questionnaire was a convenient opportunity for those unable to attend the in-person meetings to still contribute their insights and participate in the process.

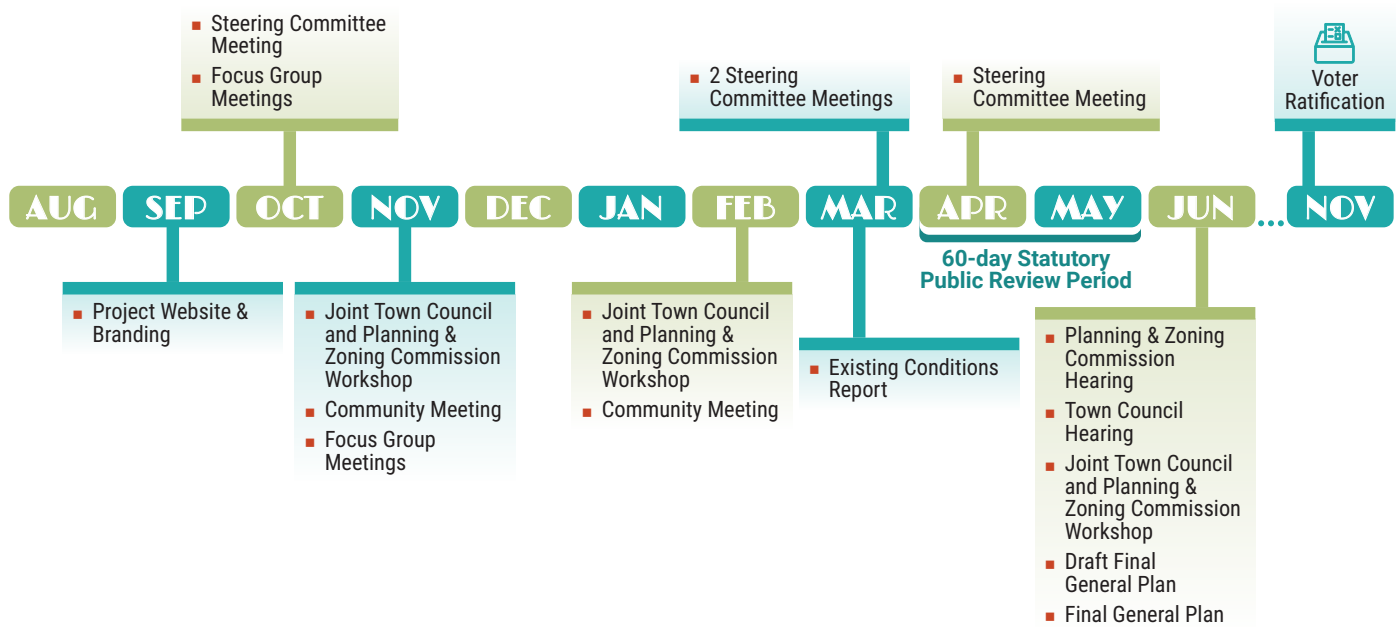
While the questionnaire was primarily accessible online via the project's website, physical copies were also made available during the initial community meeting, with responses manually recorded. The feedback gathered through this questionnaire played a critical role in shaping the development of the General Plan and in defining the goals and policies for each of its elements.



# Community Outreach Schedule

The development of the General Plan unfolded over a period of 11 months, providing ample opportunities for the public to provide invaluable input.

## Chino Valley General Plan Project Schedule



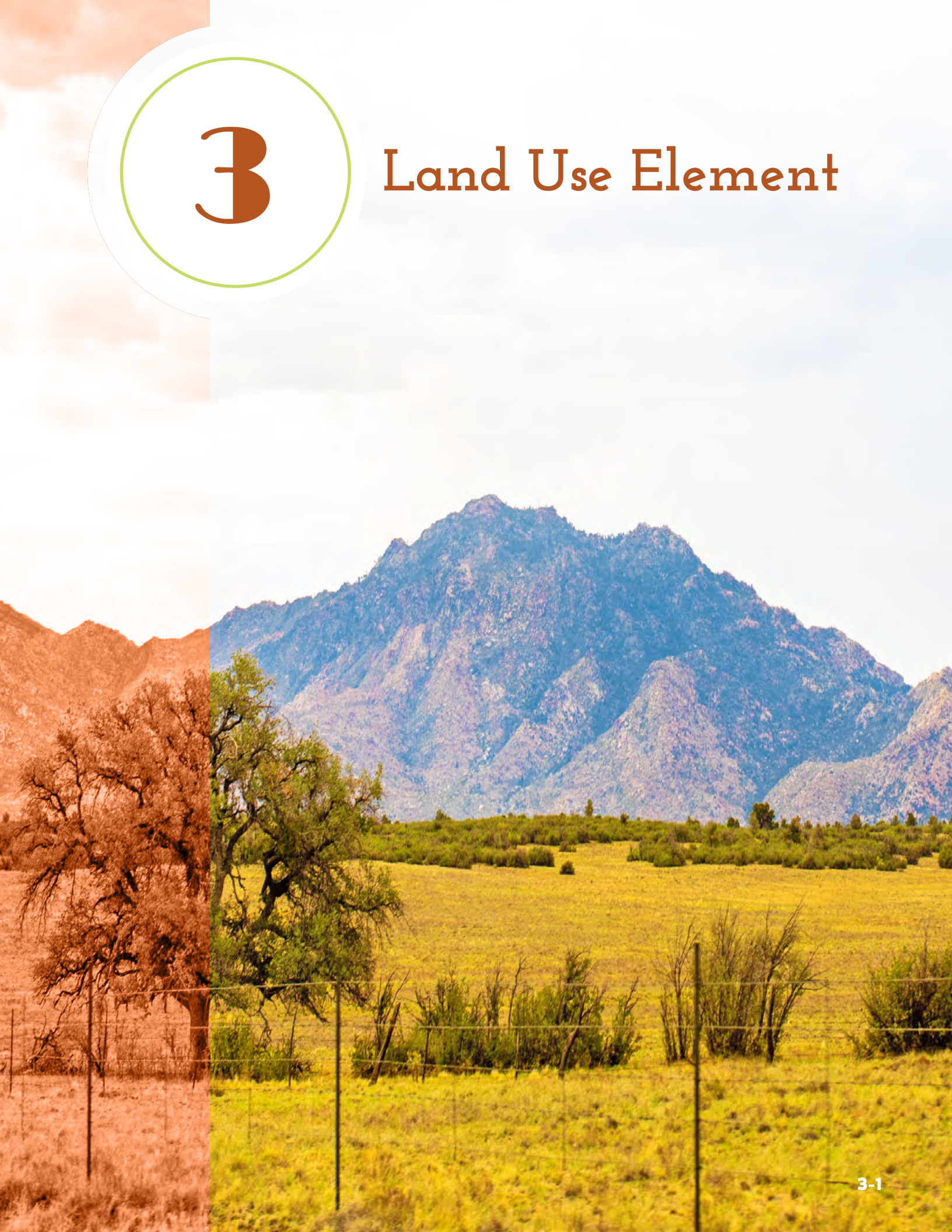




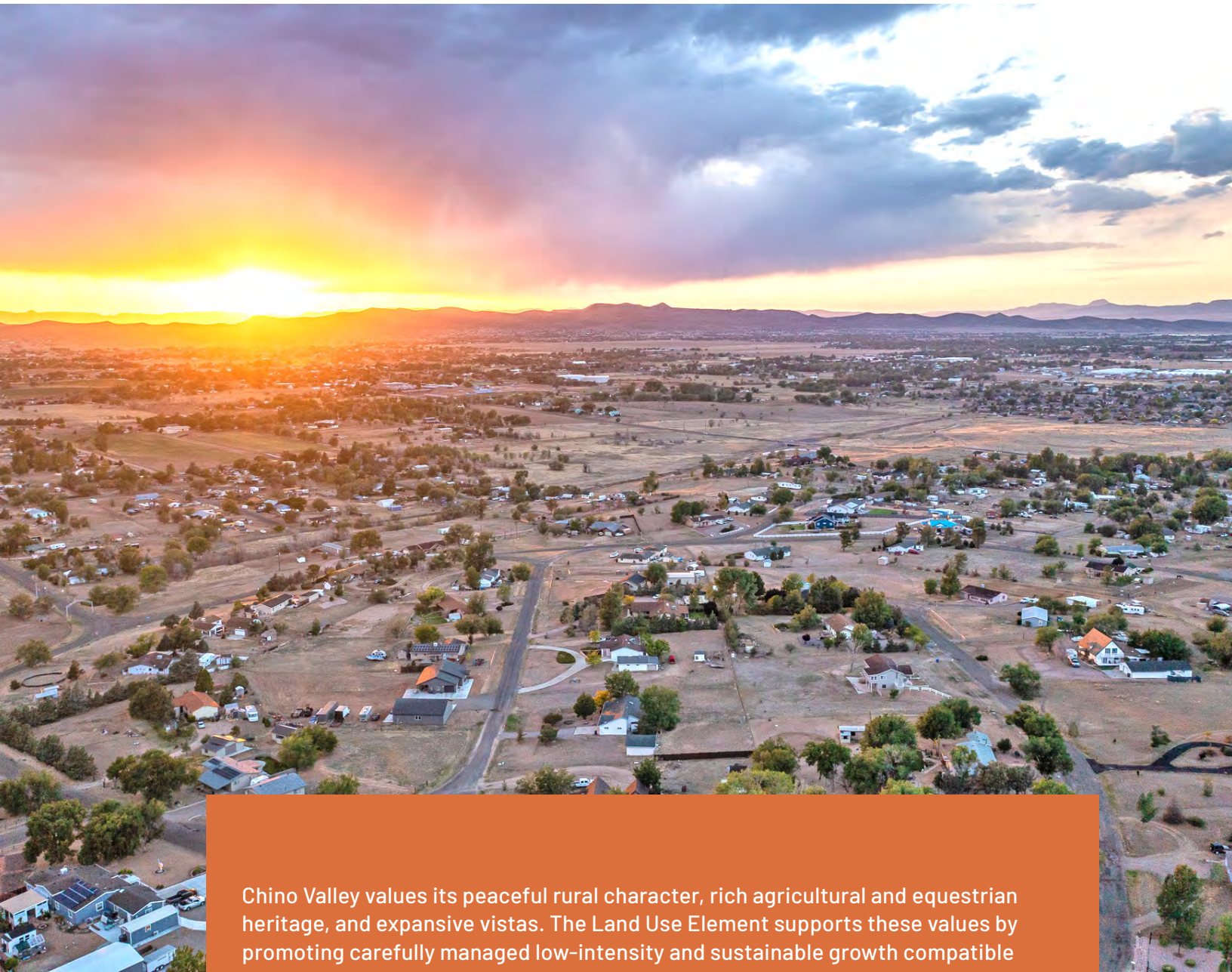


# 3

## Land Use Element







Chino Valley values its peaceful rural character, rich agricultural and equestrian heritage, and expansive vistas. The Land Use Element supports these values by promoting carefully managed low-intensity and sustainable growth compatible with rural living and the open, rural landscape while supporting recreational opportunities and regional tourism. The overarching approach to land use balances the need for managed growth and quality services with the protection of the unique character and beauty of the area, ensuring the long-term viability of the community. This element also promotes the long-term vitality and sustainability of Chino Valley by supporting strategic opportunities for housing options for young adults and families who want to live and work in Chino Valley but may face challenges with access to housing.

## Annexation History

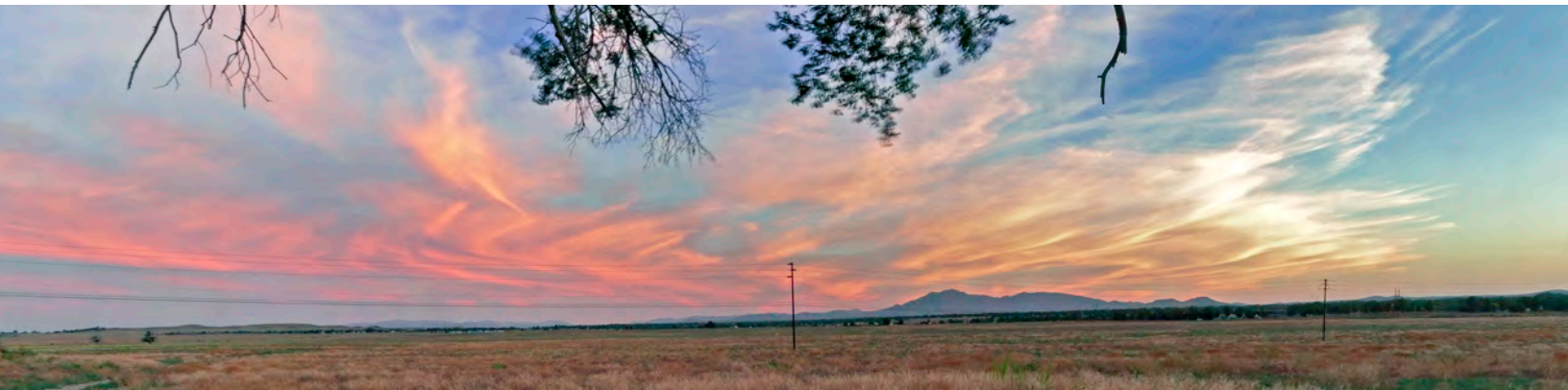
Chino Valley has a history of annexation of nearby land to grow its boundary as new development has occurred. The town was incorporated in 1970 into approximately 11 square miles. That same year, nearly six additional square miles were incorporated. Old Home Manor was annexed in 1979, bringing the town to just over 18 square miles. Between 2000 to 2008, five additional annexations occurred that grew the town boundary to 62.5 square miles. Much of this annexed land is vacant land that makes up the eastern portion of town. Fairly unique in Arizona, Chino Valley's annexed area and Planning Area are identical giving the community full control of future land use decisions that can affect the community.

## Existing Land Use

Not unlike many small rural communities, the town's development pattern is anchored and radiates from a central main road. State Route 89 (SR 89), a major roadway connecting Prescott and Prescott Valley to the south and I-40 to the north, is the principal gateway for Chino Valley. Sporadic neighborhood and community commercial and industrial developments string along SR 89. This pattern quickly transitions westward into large lot, low-density residential developments of one to several acre-sized lots. Eastward, the pattern is a mix of residential developments with lot sizes from roughly 7,000-square-foot to more than five acres.

Outside of the SR-89 corridor and the neighborhoods bounding it, large expanses of Chino Valley remain largely in an undeveloped, natural state. Intermittent streams cross these open spaces and lead to quality natural habitat at Sullivan Lake and the Verde River in the far northern reaches of the community.

Throughout all of Chino Valley, detached single-family residential homes are the predominant style of residential building. This low-density development pattern supports the quiet, rural lifestyle that the community cherishes and wishes to sustain as the community matures.





# Future Land Use

During the General Plan development process, residents were asked to provide their thoughts on how they would like to see Chino Valley address current needs and future growth. From this feedback, several predominant themes emerged, including a desire to limit smaller lot residential areas of less than one acre, increase efforts to preserve the rural character of the town, cluster locations of new commercial development, and pursue improved and continued maintenance to existing infrastructure, specifically roads. The community did not desire SR 89 to become a strip of “anyplace” commercial development, and most residents agreed that commercial uses should be clustered into well-planned activity centers. Old Home Manor was identified as a critical opportunity for an activity center with the preferred uses being sports and recreation facilities, commercial and business parks, and lesser uses being educational facilities and uses to support tourism.

## Future Land Use Map

The intensities, types, and locations of future land uses are depicted on the Chino Valley 2040 General Plan Future Land Use Map (FLUM) in nine distinct land use categories. The FLUM illustrates the anticipated land use pattern for the community, aligning with its vision and desired balance of land uses. The land uses are categorized into nine distinct categories, each specifying the allowable uses and referencing the corresponding zoning district(s). Historic assets are included on the FLUM to ensure the continued stewardship of key pieces of the Town’s history.

The FLUM is not a zoning map or a regulating document; however, as land is rezoned for development, the rezoning must conform to the land use categories identified on the Future Land Use Map and described in the General Plan. There are many locations throughout Chino Valley where the existing zoning does not align with the Future Land Use Plan and vision of this Plan. To realize the vision of the plan, the Town will assess all zoning change requests for conformity with the Future Land Use Plan.

## Future Land Use Categories

The nine land use categories capture the existing and visioned rural character of Chino Valley and facilitate responsible and balanced land use planning to secure the high-quality rural lifestyle envisioned for the future. Table 3-1 organizes and describes the purpose and intent of each land use category and identifies the corresponding zoning district(s) for each category.





### Agriculture Land Use

The Agriculture category designates a large portion of the undeveloped eastern portion of Chino Valley as the **Ranch/Agriculture (RA)** category. This supports the continuation of rural, agricultural functions on large parcels of at least four (4) acres. Densities are very low to preserve open space and views, and to minimize infrastructure needs. The RA category applies to areas where development is not anticipated by 2040.



### Open Space/Parks Land Use

The **Open Space/Parks (OSP)** category includes passive and active uses on local, state, and federal land to promote active communities and outdoor tourism with a minimal ecological impact. Much of this land is made up of federally-designated floodplain and floodway but may fall on privately-owned or state-managed land that is not suitable for public recreation. Instead, it may support wildlife connectivity and open space.



### Residential Land Use

There are three residential categories. They are distinguished by “maximum gross density per acre,” expressed as dwelling units per acre (du/ac). The three categories that support residential use are **Ranch/Agriculture (RA)** allowing for 0.25 du/ac (also identified under the Agricultural Land Use), **Rural Residential (RR)** allowing 1 du/ac, **Neighborhood Residential (NR)** allowing 4 du/ac).

The RA and RR categories are the predominant land uses on the FLUM and provide larger lot development and lower density to maintain

Chino Valley’s open, rural feel. The NR category allows greater density in targeted areas, such as near commercial uses and within walking distance of parks, schools, and employment. This category may also provide housing options like duplexes, attached single-family units, townhomes, and smaller lot single-family detached dwelling units diversifying the community’s housing options and improving housing attainability for families with children, first-time homebuyers, those on fixed incomes, and working- and middle-class families and individuals.





## Commercial Land Use

The **Neighborhood Commercial (NC)** category is the primary commercial land use category in the town, located mainly along SR 89. This category supports small-scale commercial developments that are generally compatible with residential land uses and produce minimal operational or visual impacts. This category allows low- to moderate-intensity commercial, service, and office uses.

The **Regional Commercial (RC)** category is located at the southern and northern end of SR 89, serving as primary commercial nodes at the entrances to town. This category applies to areas that include moderate- to higher-intensity mixes of commercial uses, service uses, tourism lodging, and office uses that serve visitors and the regional market.

## Horizontal Multi-Use

The **Horizontal Multi-Use (HMU)** category applies to areas that include a compatible and integrated mix of uses from low-intensity business parks and offices, to regional and neighborhood commercial uses, parks, and higher density single-family and multi-family residential (8 dwelling units per acre). Areas that are HMU are intended to be predominately non-residential and no more than 25% of any HMU center can be residential uses. There are six areas identified as HMU centers on the FLUM.

| HMU Center            | Total Acreage | Maximum Residential Use acreage | Estimated Residential Units <sup>1</sup> |
|-----------------------|---------------|---------------------------------|------------------------------------------|
| Old Home Manor Center | 1647.31       | 411.83                          | 1977                                     |
| Historic Center       | 118.56        | 29.64                           | 142                                      |
| North Gateway Center  | 108.38        | 27.09                           | 130                                      |
| South Gateway Center  | 387.34        | 96.84                           | 465                                      |
| Peavine Center        | 309.36        | 77.34                           | 371                                      |
| Uptown Center         | 529.03        | 132.26                          | 635                                      |

<sup>1</sup> Estimated buildable units are derived from 80% of the gross acreage developed at 75% of the maximum land use density.

The HMU category requires additional master planning and a Development Agreement to define the goals, character, and conditions of the development approval. It is a flexible category that supports entertainment centers, town centers, master-planned communities, campuses, and new economic/employment centers. They are located at Old Home Manor, strategically placed along SR 89, and at the intersection of the Peavine Trail and the proposed Great Western Connector road. The centers are considered growth areas of the community and are more specifically described under Growth Areas on page 3-16.



## Industrial Land Use

The **Light Industrial (LI)** category includes low-intensity uses that have minimal impact on surrounding properties. This is the principal employment land use in Chino Valley located in the northern part of town along SR 89 and along the future Great Western Connector road to leverage convenient access to regional highways and Prescott Airport.

The **Heavy Industrial (HI)** category includes primarily manufacturing, fabrication, warehousing, mining, aggregate mining, and other uses that may have moderate to higher impacts on surrounding properties. Uses within this category should be separated from residential uses to the maximum extent practicable.



**Table 3-1 Future Land Use Categories**

| Land Use Category                    | Maximum Gross Density (per 1 acre) | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Allowed Existing Zoning District (as of 2023) |
|--------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>Ranch/ Agricultural (RA)</b>      | 0.25 du/acre<br>(1 du/4 acre)      | This category supports the continuation of rural agricultural functions customary in Chino Valley on large parcels. Densities are very low to preserve open space and views and to minimize infrastructure needs. This category applies to areas that should not be intensified or developed by 2040. All lots are required to be greater than four acres. Detached single-family homes and accessory dwelling units are allowed along with related garages, sheds, barns, silos, and other agricultural structures. Storage and use of farm implements, equipment, vehicles and materials, livestock, and agricultural elements including animals, pastures, croplands, vineyards, apiaries, "you-pick" farms, solar energy development, agritourism, and agricultural product retail sales are also allowed.                                                                                                | AR-36<br>AR-5<br>AR-4<br>PL                   |
| <b>Open Space/ Parks (OSP)</b>       | 1 du/acre                          | This category includes passive and active local, state and federal parks, multipurpose trails, OHV trails, preserved and conserved public/private open space, wildlife corridors, equestrian trails, nature centers, recreation areas, rivers, streams, floodways and floodplains, outdoor shooting/archery ranges, and other uses that promote active communities and outdoor tourism and have a minimal ecological impact. Up to one dwelling unit per acre is allowed in this land use category as required by Arizona Revised Statute ARS 9-461.06N; however, it is discouraged to maintain the open space intended character.                                                                                                                                                                                                                                                                            | OS<br>PL                                      |
| <b>Rural Residential (RR)</b>        | 1 du/acre                          | This category supports rural lifestyle living on lots of one to four acres. Uses include detached single-family homes and accessory dwelling units. The streets in these areas typically do not include curbs and gutters but soft paths/shoulders are provided. Outbuildings, garages, sheds and barns are allowed. The keeping of animals is allowed, but commercial feed lots, slaughterhouses, fertilizer yards, rendering and other agricultural sales, production and processing are discouraged.                                                                                                                                                                                                                                                                                                                                                                                                       | SR-2.5<br>SR-2<br>SR-1.6<br>SR-1<br>PL        |
| <b>Neighborhood Residential (NR)</b> | 4 du/acre                          | This category applies to areas that are the primary "small-town" residential neighborhoods in Chino Valley. Properties are connected to community water and sewer systems and are located close to parks, recreation facilities, schools, and commercial and employment land uses. Streets in these areas may include sidewalks, curbs and gutters. All lots shall be greater than 12,000 square feet. Detached single-family homes and customary accessory structures and uses are prevalent in this category. Manufactured homes are also allowed within amenitized manufactured home subdivisions and parks.                                                                                                                                                                                                                                                                                               | SR-24,000<br>SF-12,000<br>MHP-4<br>PL         |
| <b>Neighborhood Commercial (NC)</b>  | N/A                                | This category allows low- to moderate-intensity commercial, service and office uses that primarily serve a market areas closer to residential neighborhoods. This category includes restaurants, retail stores with or without outdoor display and sales areas, grocery stores, fueling stations, offices, financial services, professional services, medical services and other similar uses. No single-use exceeds 40,000 square feet in gross floor area, and no single development exceeds 80,000 square feet in gross floor area. These are the primary commercial areas of the community and located along SR 89 and in neighborhoods. These uses shall not have primary driveway access to local streets which are developed or planned for residential uses. Uses within the Neighborhood Commercial category are compatible with residential uses and produce minimal operational or visual impacts. | CL<br>P                                       |

**Table 3-1** Future Land Use Categories (*continued*)

| Land Use Category                 | Maximum Gross Density (per 1 acre) | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Allowed Existing Zoning District (as of 2023) |
|-----------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>Regional Commercial (RC)</b>   | N/A                                | This category applies to areas that include moderate- to higher-intensity commercial, service and office uses that serve residents, visitors, and regional market areas. They are located at the southern and northern end of SR 89, serving as primary commercial nodes at the entrances to town. This category includes all Neighborhood Commercial uses, large-scale or regional retail/office/commercial centers exceeding 80,000 square feet in gross floor area, hospitals and medical campuses, lodging, movie theaters and entertainment uses. All uses are conducted indoors, and limited outdoor storage areas are allowed accessory to the principal uses. Outdoor storage must be screened and buffered from residential uses and public view.                                                                                                                                                                                                                                                                                                                                                                                                 | CL<br>CH<br>PL                                |
| <b>Horizontal Multi-Use (HMU)</b> | 8 du/acre                          | This category applies to areas that are master planned and include a compatible and integrated mix of uses from low-intensity business parks, offices, medical services, and municipal government functions, to regional and neighborhood commercial, parks, tourism, and multi-family residential. The placement of additional manufactured homes is not allowed. Development subareas within the HMU category are interconnected by public and private streets, utilities, paths, parks, and shared parking areas, and are designed with common architectural and material characteristics. This category allows a mix of base zoning districts and requires a Development Agreement that specifically defines the goals and character of the development and comprehensively addresses use impacts through buffer and transitioning between dissimilar uses. It is a flexible category that supports entertainment centers, tourism activities, town centers, master-planned communities, campus plans, and economic/employment centers. Multistory buildings are permitted. No more than 25 percent of a Horizontal Multi-Use area can be residential. | OS<br>SF-12,000<br>MR<br>CL<br>CH<br>BP<br>PL |
| <b>Light Industrial (LI)</b>      | N/A                                | This is an employment category in Chino Valley and includes clean industrial uses, typically lower-impact and limited-scale indoor industrial uses such as light fabrication, assembly, light manufacturing, contractors' offices, custom fabrication/assembly, small-scale machine shops, indoor self-storage, outdoor storage of materials, vehicle repair, operable vehicle/equipment storage research and development, and data centers. The use intensity is low to moderate. It is primarily located along the proposed Great Western Connector road to take advantage of convenient access to regional highways, Perkinsville Road and Prescott Airport. Uses within this category are compatible with and not impacted by airport operations. No primary materials fabrication, smelting, food production, rendering, or production of flammable, explosive or other hazardous materials is permitted. All outdoor areas are required to be fully screened from public view and residential areas, and they must be located in the rear portions of properties.                                                                                    | BP<br>PL                                      |
| <b>Heavy Industrial (HI)</b>      | N/A                                | This category includes primary manufacturing, fabrication, warehousing, mining, and other uses that have moderate-to-higher light, noise, dust, odor, vibration, traffic, water, wastewater and other utility impacts. This category also includes food production and processing, dairies, feed lots, egg farms, heavy/large vehicle repair, truck stops, airports, helipads, resource extraction and similar intense uses. This category should be separated from residential uses to the maximum extent practicable and is only allowed where existing ongoing resource extraction is present.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | I<br>PL                                       |





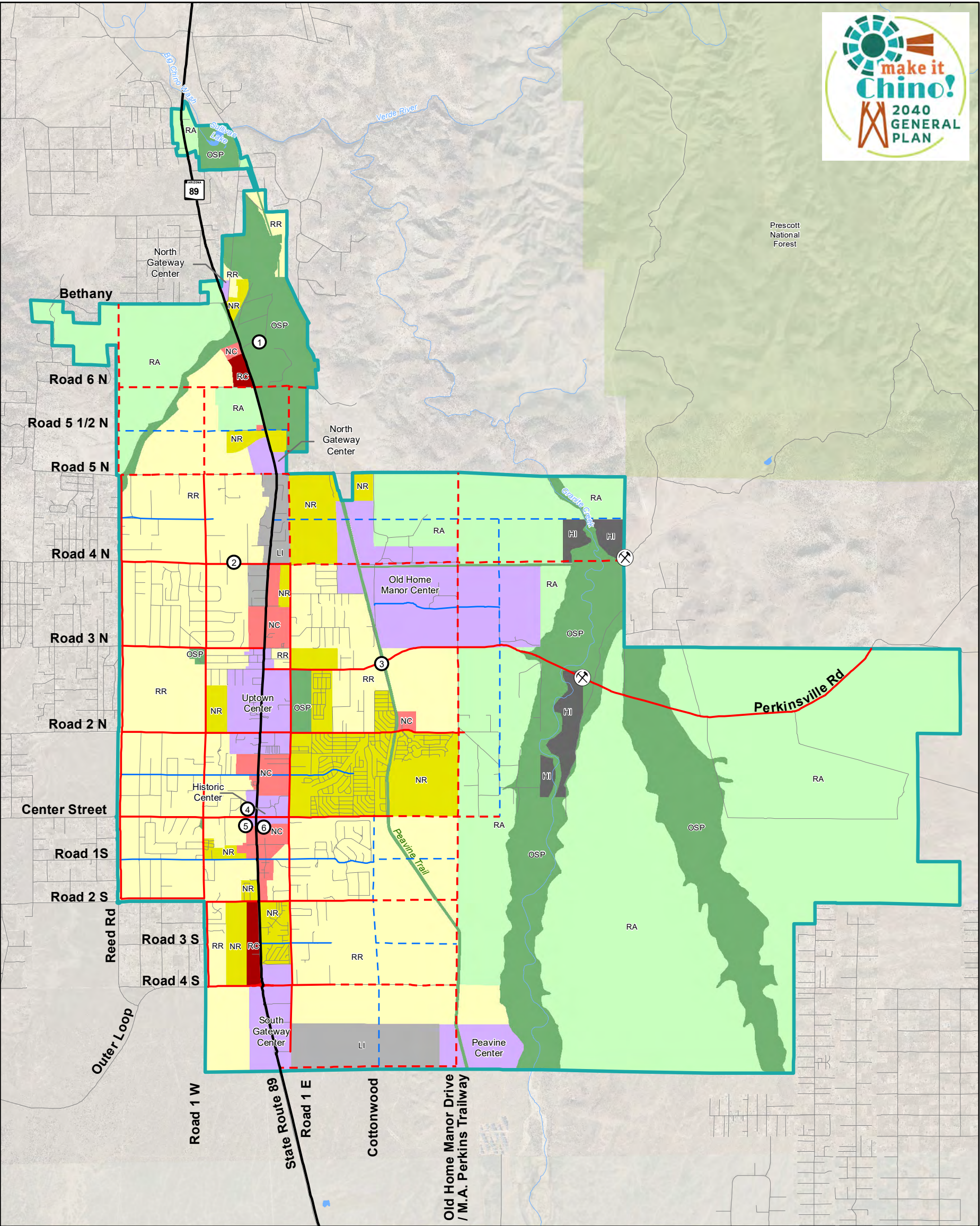
Del Rio Ranch

## Historic Assets

Historic assets are located throughout Chino Valley that are important to state, region, and town history. Six key historic assets are identified on the Future Land Use Map (Figure 3.1) that should be considered for preservation and commemoration as new development occurs. These do not constitute the extent of the historic sites in Chino Valley, but are key assets that should be protected and considered for eligibility on state or federal historic registries.

- ① **Del Rio Ranch** was the site of the first Territorial Government held in that location for about five months (December 1863– May 1864). Built in 1863, the estate covers roughly 3,250 acres. From 1909– 1956 it was one of several Fred Harvey Farms producing meat, dairy products, and vegetables for Fred Harvey’s famous Restaurant Houses and hotels along popular rail lines.
- ② **The Company Well**, located at 640 West Road 4 North, was drilled by an earnest group of townspeople in 1930 for communal use for agricultural purposes. At a depth of approximately 480 feet the well proved prolific, pumping up to 800 gallons per minute. The well still produces to this day.
- ③ **Jerome Junction**, located south of the intersection of Jerome Junction Rd & Perkinsville Rd was built in 1895 adjacent to a newly built narrow gauge railroad that carried freight and passengers from the town of Jerome to Prescott and Phoenix. The Junction was the actual intersection of the United Verde & Pacific railroad with the Santa Fe Prescott & Phoenix railroad.
- ④ **The Log Cabin**, located at 18 North SR 89, was constructed in 1926 with logs hewn and hauled from Parks, Arizona. While it has served many businesses in its nearly 100-year history, The Log Cabin began as a fried chicken restaurant and filling station.
- ⑤ **The Hassayampa Alfalfa Farm aka Prescott Farm (now the Cooper Agriculture Center)** located at 522 West Center Street, commenced operation in 1914. Originally named the Little Chino Irrigation Project, the founders’ goal was to attract farmers to buy in to the project for small scale agriculture. The project became a modest success once a large group of Russian farmers arrived in town and began farming land tracts of 20 – 120 acres each.
- ⑥ **The Historic Church of Jesus Christ of Latter Day Saints Chapel**, located at 101 South SR 89, was completed in 1924 and dedicated in June of that year. The facility ceased use in 1966.





**Land Use Categories**  
RA - Ranch/Agricultural (1 du/4+ ac)  
RR - Rural Residential (1 du/ac)  
NR - Neighborhood Residential (1-4 du/ac)  
NC - Neighborhood Commercial  
RC - Regional Commercial  
HMU - Horizontal Multi-Use (<=8 du/ac)  
LI - Light Industrial  
HI - Heavy Industrial  
OSP - Open Space/Parks (1 du/a)

**Street Classifications**  
State Highway  
Arterial  
Collector  
Proposed Arterial  
Proposed Collector  
Local Road

① Historic Asset

Town of Chino Valley

River or Wash

Active Mine



Figure 3.1 2040 Future Land Use Map







**Table 3-2 Future Land Use Acreage and Estimated Developable Dwelling Units at Buildout**

| Land Use Category |                          | Total Acres   | Percent of Total | Estimated Developable Dwelling Units at Buildout | Supported Population<br>(average household size of 2.2) |
|-------------------|--------------------------|---------------|------------------|--------------------------------------------------|---------------------------------------------------------|
| RA                | Ranch/Agricultural       | 15,472        | 38.7%            | 1,547                                            | 3,404                                                   |
| OSP               | Open Space/Parks         | 5,888         | 14.7%            | 471                                              | 1,036                                                   |
| RR                | Rural Residential        | 10,762        | 26.9%            | 6,457                                            | 14,205                                                  |
| NR                | Neighborhood Residential | 2,680         | 6.7%             | 5,895                                            | 12,969                                                  |
| NC                | Neighborhood Commercial  | 607           | 1.5%             | N/A                                              | N/A                                                     |
| RC                | Regional Commercial      | 154           | 0.4%             | N/A                                              | N/A                                                     |
| HMU               | Horizontal Multi-Use     | 3,100         | 7.8%             | 3,720                                            | 8,184                                                   |
| LI                | Light Industrial         | 919           | 2.3%             | N/A                                              | N/A                                                     |
| HI                | Heavy Industrial         | 416           | 1.0%             | N/A                                              | N/A                                                     |
| <b>TOTAL</b>      |                          | <b>39,998</b> | <b>100.0%</b>    | <b>18,090</b>                                    | <b>39,798</b>                                           |

Note: Estimated buildable units is derived from 80% of the gross acreage developed at 75% of the maximum land use density.

Table 3-3 identifies the current Unified Development Ordinance (UDO) districts that are allowable in each of the General Plan land use categories.

**Table 3-3 Zoning Conformity Matrix**

| General Plan Land Use Designations         | Zoning Districts |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
|--------------------------------------------|------------------|-------|------|------|--------|------|--------|------|-----------|-----------|----|-------|----|----|----|---|----|
|                                            | OS               | AR-36 | AR-5 | AR-4 | SR-2.5 | SR-2 | SR-1.6 | SR-1 | SF-24,000 | SF-12,000 | MR | MHP-4 | CL | CH | BP | I | PL |
| Ranch Agricultural (RA)<br>1 du/4+ acre    |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Open Space/ Parks (OSP)<br>1 du/acre       |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Rural Residential (RR)<br>1 du/acre        |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Neighborhood Residential (NR)<br>4 du/acre |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Neighborhood Commercial (NC)               |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Regional Commercial (RC)                   |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Horizontal Multi-Use (HMU)<br>8 du/acre    |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Light Industrial (LI)                      |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |
| Heavy Industrial (HI)                      |                  |       |      |      |        |      |        |      |           |           |    |       |    |    |    |   |    |



## Housing

Chino Valley's population exceeded 13,000 in 2020, growing over 63 percent since 2000. This is faster than other nearby community and illustrates the desirability of the area and its rural quality of life. The number of housing units in Chino Valley has increased at a comparable rate to the population, rising from 3,251 units in 2000 to 5,585 units in 2022, for an increase of 72 percent. However, the average home value increased by 174% from 2000 to 2020, making it difficult for many families or individuals to afford homeownership. This large increase in home values mirrors what has occurred across most of Arizona and the U.S. in recent years.

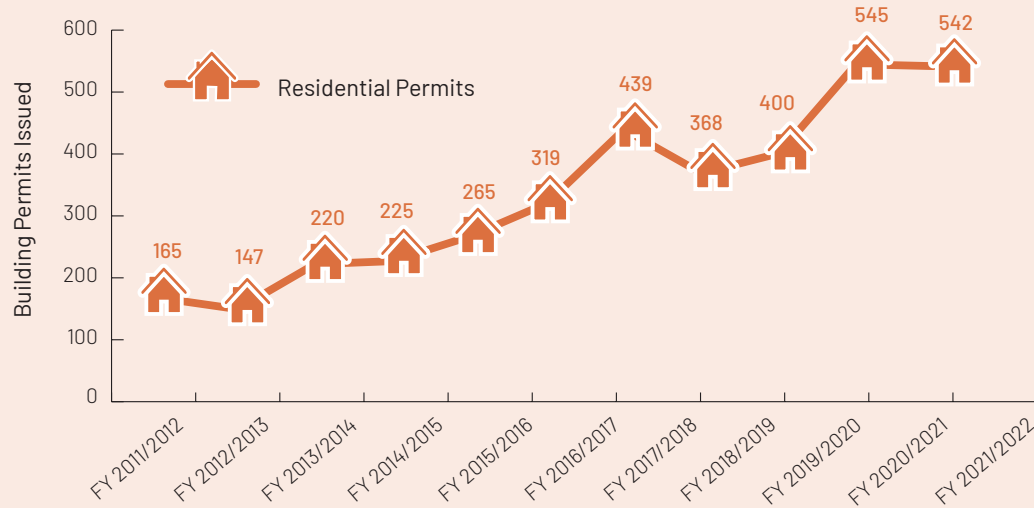
Housing in Chino Valley, like a large portion of Arizona, is in short supply and financially difficult for some residents. Historical development trends have limited the number of residential lots that are less than one acre. While large-lot, low-density residential uses may be favorable to residents looking to preserve the rural lifestyle they have become accustomed to, it does not support housing accessibility through housing diversity.

The limited number of available dwelling units in the housing market has several consequences. There are not enough existing dwelling units in town to support an increase in retail opportunities. Retail operators typically assess new markets based on the number of households in a community to determine if their business will have success. This could be particularly challenging for redevelopment efforts along SR 89 or for attracting a desired second supermarket and expanded commercial offerings.

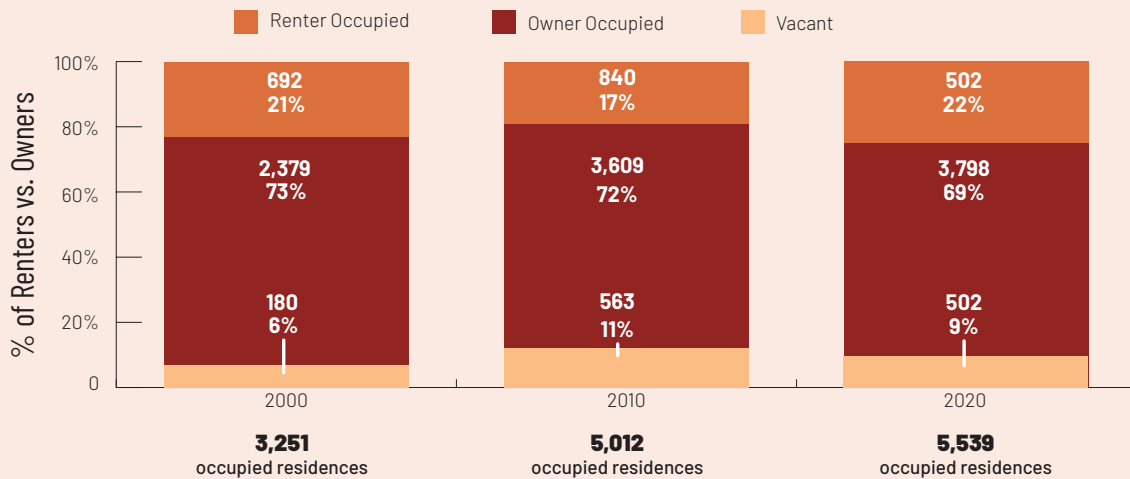
The limited amount of housing diversity, such as multi-family residential, apartments, and workforce housing, and the high costs of housing in Chino Valley impact the ability of young and/or lower-income families and individuals to find housing in Chino Valley. This trend is clear in Chino Valley as household sizes are shrinking and the median age of the community is increasing.

The availability and affordability of housing are crucial issues that affect both homeowners and renters in Chino Valley. The supply of attainable housing has a greater impact on renters since they have fewer options for mitigating the cost

### Construction of new homes in Chino Valley has matched the pace of population growth



## Home costs are increasing, rentals are more common



of housing. According to the 2020 census and the U.S. Department of Human Health and Safety, 7.3 percent of Chino Valley's residents were living below the Federal Poverty Level of \$21,720 for a family of three and \$26,200 for a family of four. Those living below the poverty level, which may include retired and elderly individuals living on fixed incomes, have the greatest need for safe and adequate housing. This highlights the importance of ensuring a diverse and affordable housing supply in Chino Valley.

Site-built homes account for approximately 56 percent of the housing stock with manufactured

**Site-built homes account for approximately 56% of the housing stock with manufactured homes comprising just under 44%. Attached housing such as townhomes, duplexes and triplexes account for less than 0.08% of the housing stock.**

and triplexes account for less than 0.08 percent of the housing stock.

Locating mid- to higher-density residential close to schools, commercial areas, and employment areas supports the activity center concept while retaining lower density residential development further away to retain rural character. Neighborhood Residential land use functions as a transition between the commercial land uses along the SR 89 corridor and large-lot rural developments reducing the impacts on rural lifestyles further from the town's central corridor.



The median home value in 2020 was **\$261,800**, which was a **41.3%** increase from 2010 and a **174%** increase from 2000.





## Growth Areas

Growth areas are identified as six “Centers” located around Old Home Manor, the north-south SR 89 corridor, and the intersection of the Peavine Trail and the proposed Great Western Connector road.

- Old Home Manor Center
- North Gateway Center
- South Gateway Center
- Peavine Center
- Historic Center
- Uptown Center

These Centers are planned to each have a unique character and provide areas of horizontally integrated multi-use development that incorporate office, commercial, municipal, and residential spaces. To enhance an integrated community feel and capitalize on what makes Chino Valley special, development in the Centers will be master planned to define unique characteristics of that Center. For example, Centers along SR 89 are likely to be the biggest draws for tourism and should have designs, themes, or characteristics that portray Chino Valley’s tourism and cultural vision.

A land use and character framework for the centers follows, however each center should be further assessed and planned through detailed area plans to capture the specific character, land uses, connections, themes, and transitions of each center.

### Old Home Manor Center

Owned by the Town, Old Home Manor is a planned employment district with commercial, recreation, education, and public service uses. The town’s wastewater treatment plant and aquifer recharge area are located at Old Home Manor. The vision for the Old Home Manor Center, which covers more land than just what the Town owns, is a master-

planned HMU development that will include a compatible and integrated mix of uses from low-intensity business parks, offices, medical services, and municipal government functions, to regional and neighborhood commercial uses, parks, recreation and sports uses, tourism draws for events such as equestrian activities, and multifamily residential uses. The Old Home Manor Center will contain development subareas interconnected by public and private streets, utilities, paths, parks, and shared parking areas, with buildings incorporating common architectural elements and materials.

### SR 89 Corridor Centers

The SR 89 corridor will continue to be the commercial heart of the community with intermittent commercial and multi-use nodes dispersed along it. While much of the current development pattern will be preserved, the HMU category will encourage new and diverse uses. Neighborhood commercial uses will be integrated along the corridor, connecting the South Gateway Center, the Historic Center, the Uptown Center, and the North Gateway Center. In addition, the SR 89 corridor will allow for denser and/or multifamily residential units within the Centers. Locating denser and multifamily development close to major roadways and commercial nodes will promote walking to those services, as well as to parks and schools and preserve the other portions of the community for large-lot rural residential development.

- North Gateway Center abuts light industrial to the south and can serve as a transitional center activated by neighborhood and tourism serving retail and restaurants and residential to the north and west. The center can include gateway monumentation and other elements to announce a sense of arrival into Chino Valley.

- South Gateway Center is the southernmost center in Chino Valley. In addition to being the southern themed gateway for Chino Valley, its proximity to Prescott Airport, light industrial and regional commercial future land uses create an opportunity to capitalize on unique tourism related retail, lodging, and transitional residential and business park uses.
- Historic Center includes several properties and buildings integral to Chino Valley's history. The center should take care to retain and enhance these assets through restoration and reuse while promoting development that is complimentary to those uses such as artisan retail/dining, event and banquet space, live-work spaces, and other uses that celebrate the people and history of Chino Valley.
- Uptown Center is the commercial heart of Chino Valley and should be planned to maximize community and tourism serving retail/dining and integrated transitional medium to higher density residential.

## Peavine Center

The proposed Great Western Connector will connect to the southern end of the SR 89 corridor, extending eastward. This area is planned as the Peavine Center to function as an employment hub, with a mix of industrial and commercial land uses. The region's proximity to Prescott Airport and highway access make it an ideal location for light industrial and commercial development. The area is likely to attract workers from within Chino Valley, as well as residents from neighboring communities to the south and east.







# Goals and Policies

## Land Use

### Goal LU-1

The Unified Development Ordinance is aligned with the General Plan and Future Land Use Map.

- Policy LU-1.1** Amend the Unified Development Ordinance to include site and architectural design guidelines that reflect Chino Valley's rural character and implement the vision, goals, and policies of the General Plan.
- Policy LU-1.2** Amend the Unified Development Ordinance to eliminate unnecessary or obsolete zoning districts and align zoning districts with the General Plan land use categories.
- Policy LU-1.3** Evaluate and amend the Planned Area Development district standards to support development of HMU centers. Modify the district to be a base district, not an overlay district.
- Policy LU-1.4** Update the Unified Development Ordinance for compliance with new laws, case law, and federal requirements.

### Goal LU-2

Development Agreements are used to guide master planned and large developments.

- Policy LU-2.1** Use Development Agreements for projects larger than twenty-five (25) acres or more than fifty (50) units and Planned Area Developments so that developments are compatible with and reflect the rural character of Chino Valley. The development agreements should include, at a minimum:
- The duration of the agreement.
  - Reference to the associated Planned Area Development district master plan.
  - Provisions for reservation or dedication of land for public purposes and provisions to protect environmentally sensitive lands.
  - Provisions for preservation and restoration of historic structures.
  - Provisions for public infrastructure improvements necessary for the development and in conformance with Facility, Transportation, Water, and Wastewater Master Plans.
  - The phasing or time of construction or development on the property.
  - Performance requirements, conditions, terms, restrictions, financing and requirements for public infrastructure and subsequent reimbursements over time.
  - Any other matters relating to the development of the property.

**Goal  
LU-3**

Low-intensity land uses are transitioned and buffered from higher-intensity land uses.

- Policy LU-3.1** Develop Unified Development Ordinance standards to improve the buffering and transition to lower-intensity residential land uses.
- Policy LU-3.2** Evaluate and update development standards to improve land use compatibility through on-site setbacks, landscaping, screening, lot size, and building height.
- Policy LU-3.3** Evaluate and update development standards for commercial and industrial development to fully screen, buffer, and transition to protect residential areas and other low intensity land uses.

## Housing

**Goal  
LU-4**

Chino Valley has attainable housing options that meet the needs of all families and individuals.

- Policy LU-4.1** Support residential densities of one (1) to four (4) dwelling units per acre in established residential areas and up to eight (8) dwelling units per acre where primary access from a major collector or arterial is available. Promote subdivision design to locate smaller-lot single-family residential land uses as a transition to more intense residential uses.
- Policy LU-4.2** Evaluate and adopt incentive programs to encourage attainable housing options in desired areas such as development bonuses, alternative standards, and expedited review.
- Policy LU-4.3** Conduct a housing study every five years to assess housing attainability and available housing options in accordance with state statute.



## Goal LU-5

Housing options in Chino Valley serve existing and future residents of all ages, abilities, and needs.

- Policy LU-5.1** Promote residential development proposals in areas that are compatible with existing and planned land uses.
- Policy LU-5.2** Encourage a range of residential options, such as housing type, housing size, lot size, and densities, to accommodate a range of family sizes, ages, and incomes.
- Policy LU-5.3** Evaluate strategies to increase multigenerational housing options, such as attached and detached accessory dwelling units, and accessible housing units, that support residents' ability to age in place.
- Policy LU-5.4** Promote senior housing and assisted living options proximate to medical facilities, transit stops, commercial services, and community facilities.

## Goal LU-6

The housing stock is attractive and supports healthy neighborhoods.

- Policy LU-6.1** Support neighborhood services and amenities within residential neighborhoods.
- Policy LU-6.2** Encourage infill residential development in neighborhoods that are already established. Ensure that infill development maintains the character of the existing neighborhood.
- Policy LU-6.3** Evaluate residential design guidelines to reinforce the rural, rustic character of Chino Valley and to improve visual cohesion of the community in the form of landscaping, buffers, and architectural design.
- Policy LU-6.4** Develop design standards for manufactured homes to ensure they are developed in character with the surrounding area.
- Policy LU-6.5** Update the Town's policy for the minimum age of newly placed manufactured homes to state that they shall be no older than 15 years at the time of placement.
- Policy LU-6.6** Prohibit the placement of additional manufactured homes on any parcel abutting SR 89, within HMU designation, or within one-half mile on either side of the centerline of SR 89, whichever is further. This distance should be evaluated in the future to update if deemed necessary.
- Policy LU-6.7** Establish an ad-hoc manufactured home committee to evaluate and make recommendations to promote the rural character of the community, the long term safety, quality, and sustainability of manufactured homes, and the preferred locations for future manufactured homes.

## Growth Areas

### Goal LU-7

Growth Areas promote efficient use of resources and infrastructure, facilitate commerce, and support the rural character and quality of life for residents.

- Policy LU-7.1** Evaluate projects and programs within the Capital Improvement Program based on their location in relation to designated growth areas.
- Policy LU-7.2** Encourage new development to be located adjacent to or near existing development, streets, and infrastructure to limit impacts to open space and natural areas.
- Policy LU-7.3** Evaluate development standards to increase open space and reduce lot coverage on residential lots larger than one (1) acre.
- Policy LU-7.4** Require new development to provide a transition between uses with differing densities/intensities by incorporating compatible land use strategies.
- Policy LU-7.5** Develop design guidelines for each HMU center that define themes, architectural design, and colors to promote the intended character of each center. Multiple HMU centers may have the same design guidelines based on location within town. Particular emphasis should be placed on the character of historical areas or sites.
- Policy LU-7.6** Minimize residential development at arterial and collector intersections in HMU designations to utilize the intersection frontage for use of commercial use.

### Goal LU-8

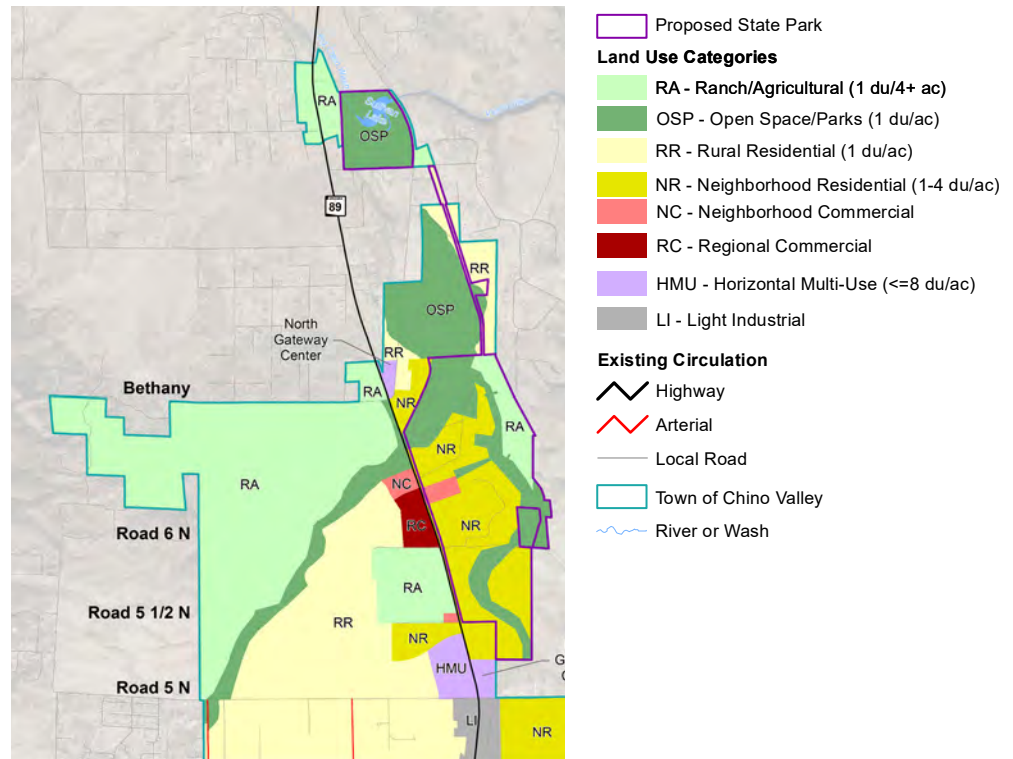
Growth areas provide a destination for residents and visitors comprising a concentration and mixture of uses

- Policy LU-8.1** Support future commercial development in growth areas identified in the Future Land Use Map. Strip commercial zoning districts should be discouraged throughout the town.
- Policy LU-8.2** Ensure that growth areas are served and connected by major transportation routes and facilitate alternate modes of transportation.
- Policy LU-8.3** Support dense residential development (up to 8 du/ac) in Horizontal Multi-Use centers to provide workforce housing options. Denser residential should be consistent with the community character and housing needs of the surrounding area and interconnected with other uses in the HMU center by pedestrian amenities such as sidewalks and paths to promote walkability.



**Policy LU-8.4** Continue to support the retention of natural open spaces and development of 980 acre state park at Sullivan Lake and the Verde River to increase tourism, diversify parks and open space offerings, and support rural character. In the event that the 980 acres of land north of Road 5 N and east of SR 89 is formally canceled and not developed as a future state park, the alternative future land use on Figure 3.2 is effective.

**Figure 3.2 Alternative Land Use**



**Goal LU-9**

Old Home Manor Center is a multi-use center that includes compatible employment, recreational opportunities, and residential, education, public, and tourism-related uses.

- Policy LU-9.1** Develop an area plan for Old Home Manor to guide development to include government, tourism, and recreation uses for Chino Valley while meeting the needs of the community.
- Policy LU-9.2** Develop multi-family density residential uses near the Chino Valley Agribusiness & Science Technology Center for young professionals and students.
- Policy LU-9.3:** Support and encourage multi-use development in Old Home Manor that:
- Integrates land use, transportation, infrastructure, and design elements into a cohesive, well-planned Town Center.
  - Promotes and integrates walkability and proximity between uses, including improved trails and paths between building clusters and connections to regional trails.

**Goal  
LU-10**

**Multi-Use Centers are well planned, cohesively designed, and integrated with the community.**

- Policy LU-10.1** Develop area plans for each multi-use center to determine the specific land use mix, site and building design characteristics, purpose, and goals of each center.
- Policy LU-10.2** Design centers to be unique destinations in Chino Valley and regional tourism draws.
- Policy LU-10.3** Evaluate the centers to minimize impact and properly transition into the abutting development pattern and future land uses.

**Goal  
LU-11**

**Land use and environmental planning are integrated to conserve and reduce development impacts on natural resources, including natural drainage corridors, native vegetation, riparian areas, known wildlife habitats, and other sensitive natural features of the land.**

- Policy LU-11.1** Discourage rezoning or development of native or undisturbed open space to preserve known wildlife habitats. Encourage new development to incorporate natural open space into development plans.
- Policy LU-11.2** Determine and implement best practices, such as cluster/conservation subdivision design and low-impact development near sensitive lands.
- Policy LU-11.3** Employ best practices for developing in conformance with natural site topography to avoid significant alterations of the landscape and to limit grading impacts, especially along Granite Creek and known floodplains.

**Goal  
LU-12**

**New development supports existing agricultural and equestrian uses and maintains the natural beauty of the area, while focusing denser residential development closer to the geographic center of town, along busy roadways (e.g., SR 89) and near town-provided water and sewer.**

- Policy LU-12.1** Support development in the Rural Residential and Ranch/Agriculture land use areas on the periphery of town that preserves large lots and the overall rural character. Use large, open-space buffers to separate residential dwelling units from other residential or nonresidential uses.
- Policy LU-12.2** Encourage the continuation of minimal development on land east of Granite Creek to preserve open space.
- Policy LU-12.3** Preserve and maintain historic sites and structures to showcase their importance to Chino Valley's history. Appropriate sites should be considered for submission to state or national historic registries. Any proposed development or redevelopment of historic sites or structures should be reviewed and evaluated with the Chino Valley Historical Society for impacts.



**Goal**  
**LU-13**

Neighborhoods are safe and well-maintained and contribute to a high quality of life for residents and visitors.

- Policy LU-13.1** Improve community health and the appearance of existing neighborhoods by proactively enforcing compliance with the property maintenance and nuisance codes.
- Policy LU-13.2** Explore best practices for programs related to addressing housing rehabilitation, such as emergency repair funds and community maintenance events, to maintain existing housing stock.
- Policy LU-13.3** Educate the community on the benefits of property maintenance and enhancement, as well as the property assistance programs available to them.
- Policy LU-13.4** Work with neighborhood leaders to evaluate ongoing neighborhood maintenance needs.
- Policy LU-13.5** Evaluate and prioritize right-of-way acquisition for the development of sidewalks or multi-use paths for existing neighborhoods to ensure safe pedestrian travel.

**Goal**  
**LU-14**

The community has thriving commerce and employment, providing goods, services, and jobs that offer livable wages for residents.

- Policy LU-14.1** Support land uses in designated employment areas that align with emerging economic conditions and the town's target industry sectors, such as retail, tourism, and food service.
- Policy LU-14.2** Encourage land uses that contribute to the creation of a Town Center.
- Policy LU-14.3** Support local, community, and regional scale commercial land uses in future growth areas and the appropriate commercial land use category.
- Policy LU-14.4** Preserve and protect areas designated for employment from encroachment by single-family residential or other incompatible land uses.

## Aggregates

### Goal LU-15

Aggregate mining operations are compatible with surrounding uses.

- Policy LU-15.1** Evaluate the Unified Development Ordinance and Establish buffer standards between aggregate mining locations and development that is not compatible with mining operations.
- Policy LU-15.2** Evaluate and adopt development standards to maximize compatibility of aggregate mining with adjacent properties, minimize impact to recreation and open space, and require the restoration/reuse of the land once mining has ceased.
- Policy LU-15.3** Ensure codes support, per state law existing aggregate mining operations.
- Policy LU-15.4** Ensure that future aggregate mining operations are consistent with state law on Arizona Geological Survey information relative to location and geological resources.
- Policy LU-15.5** Permit Aggregate resource extraction, as identified by state agencies, in accordance with ARS 9-461.05.C.1(g).





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4

# Circulation Element







Designing, funding, and constructing an efficient and connected transportation system is vital and essential to provide for the orderly growth and development of the town. The increased growth requires a circulation system that will enable residents and visitors to travel within and through Chino Valley safely, efficiently, and conveniently to reach destinations within the community and the larger region. This element explores existing and projected transportation facilities and their conditions and provides the framework and guidance to deliver needed transportation facilities supporting mobility and commerce into the future.

# Functional Classification of Roads

To maintain an effective transportation system, Chino Valley needs to adequately plan for roadways and minimize through traffic in neighborhoods while creating efficiency in the movement of people and goods. To achieve this, roadways are organized into a hierarchy of functional classifications based on their purpose within the street system. The classifications serve as a basis for establishing speed limits, design standards, and access control. Chino Valley's existing roadways are categorized into the following functional classes and depicted on Figure 4.2.



## State Highways

The national and state highway systems represent the highest functional order, as they are designed to support high-speed travel over long distances and, therefore, offer the greatest mobility while strictly limiting direct access from adjoining parcels. State Route 89 (SR 89) is the only state highway in Chino Valley. It is maintained and operated by Arizona Department of Transportation (ADOT).



## Arterials

Designed for handling substantial traffic volume, arterials serve as the primary east-west and north-south connections within and across Chino Valley, apart from SR 89. These roadways create a contiguous network, linking land uses, key destinations, and hubs of activity, including the town center, Old Home Manor, multi-use activity centers, and residential neighborhoods. Road 4 North, Road 4 South, M A Perkins, Road 2 North, Center Street, and Perkinsville Road are examples of arterials. Arterials are further defined as major, minor, urban, and rural arterials. Future arterials are planned east of the Peavine Trail to connect and support emerging activity centers.



## Collectors

Collectors are the critical secondary transportation grid in Chino Valley, directing local road traffic toward and from highways and arterials and local roads. They also provide access to land and facilitate safe circulation within residential neighborhoods and commercial and industrial areas. Road 5 ½ North, Road 4 ½ North, Road 4 North, Road 3 ½ North, Road 3 South, Road 2 North, Road 1 North, and Road 1 South are examples of collectors.



## Local Roads

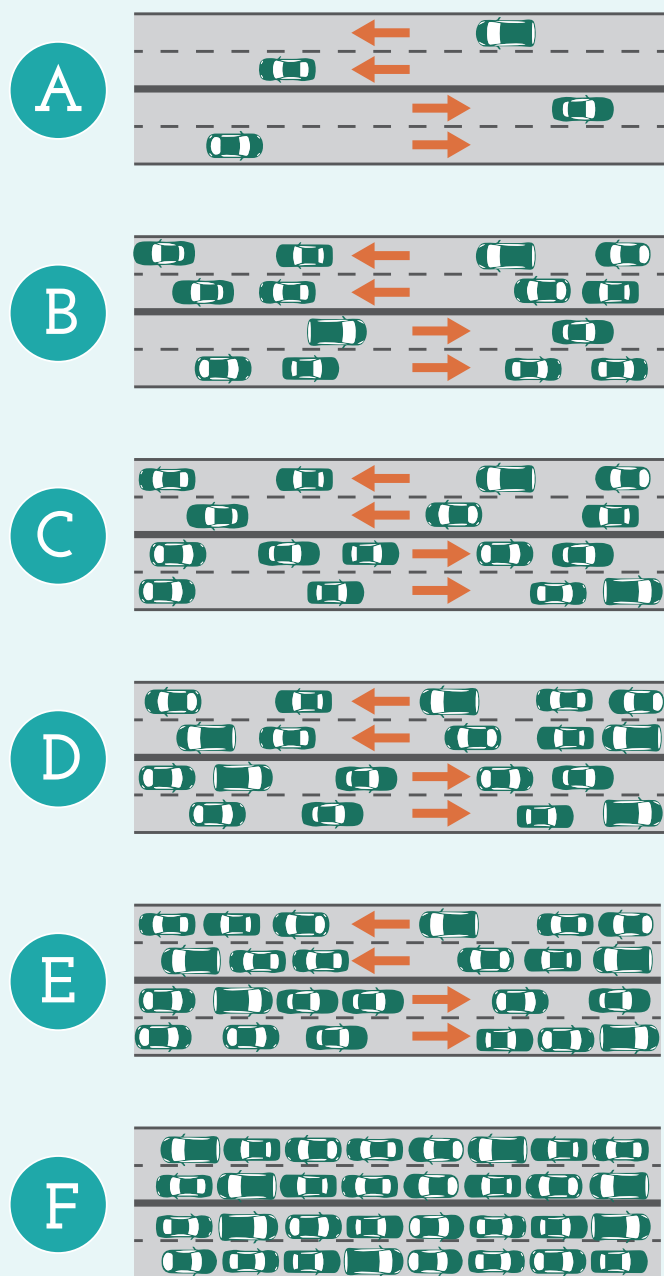
Local roads are designed for low speeds and low traffic volumes. They primarily provide local access within developments, have frequent private access points/driveways, and discourage through traffic. Local roads primarily connect with the collector system, although some may have access to the arterial system. Local roads are further distinguished as urban or rural local roads. Local roads should be minimized in undeveloped areas of the town.



## Roadway Level of Service

Level of service (LOS) is a qualitative measure used to describe the operational performance of a road or intersection. LOS is used to analyze roadways and intersections by categorizing traffic flow. The quality of operation or service experienced by traffic is then rated according to certain performance measures, e.g., vehicle speed, density of traffic, congestion, delay, and other factors. LOS 'A' represents the best conditions, reflecting free-flowing operations with little to no impedance or friction affecting vehicle movement. LOS 'F' represents the worst conditions, reflecting forced flow or breakdown in traffic operations highly restricted or even little to no vehicle movement. The six LOS categories are summarized below and illustrated on Figure 4.1.

**Figure 4.1 Level of Service Definitions for Roadway Segments**



### Level of Service A

Free-flowing conditions. The operation of vehicles is virtually unaffected by the presence of other vehicles, maneuverability is unimpeded, and operations are constrained only by the geometric features of the highway, driver preferences, or traffic control.

### Level of Service B

Reasonably unimpeded operations. However, the presence of other vehicles begins to have a noticeable impact on speeds, maneuverability is slightly restricted, and delays are not bothersome.

### Level of Service C

Stable operations with some restrictions. It represents a range in which the influence of traffic density on operations becomes noticeable. The ability to maneuver within the traffic stream is constrained, operating speeds are markedly affected by the presence of other vehicles, and motorists may experience appreciable tension while driving.

### Level of Service D

Movements more restricted, queues and delays may occur during short peaks, but lower demand occurs often enough to permit clearing, preventing excessive back ups. Borders on unstable flow. Speeds and ability to maneuver are severely restricted due to traffic congestion, and small increases in traffic volume (i.e., number of users) produce a substantial increase in delay and decreases in speed.

### Level of Service E

Borders on unstable flow. Speeds and ability to maneuver are severely restricted due to traffic congestion, and small increases in traffic volume produce a substantial increase in delay and decreases in speed.

### Level of Service F

Forced or breakdown in flow. Operations occur at extremely low speeds, resulting in severe congestion and high delay.



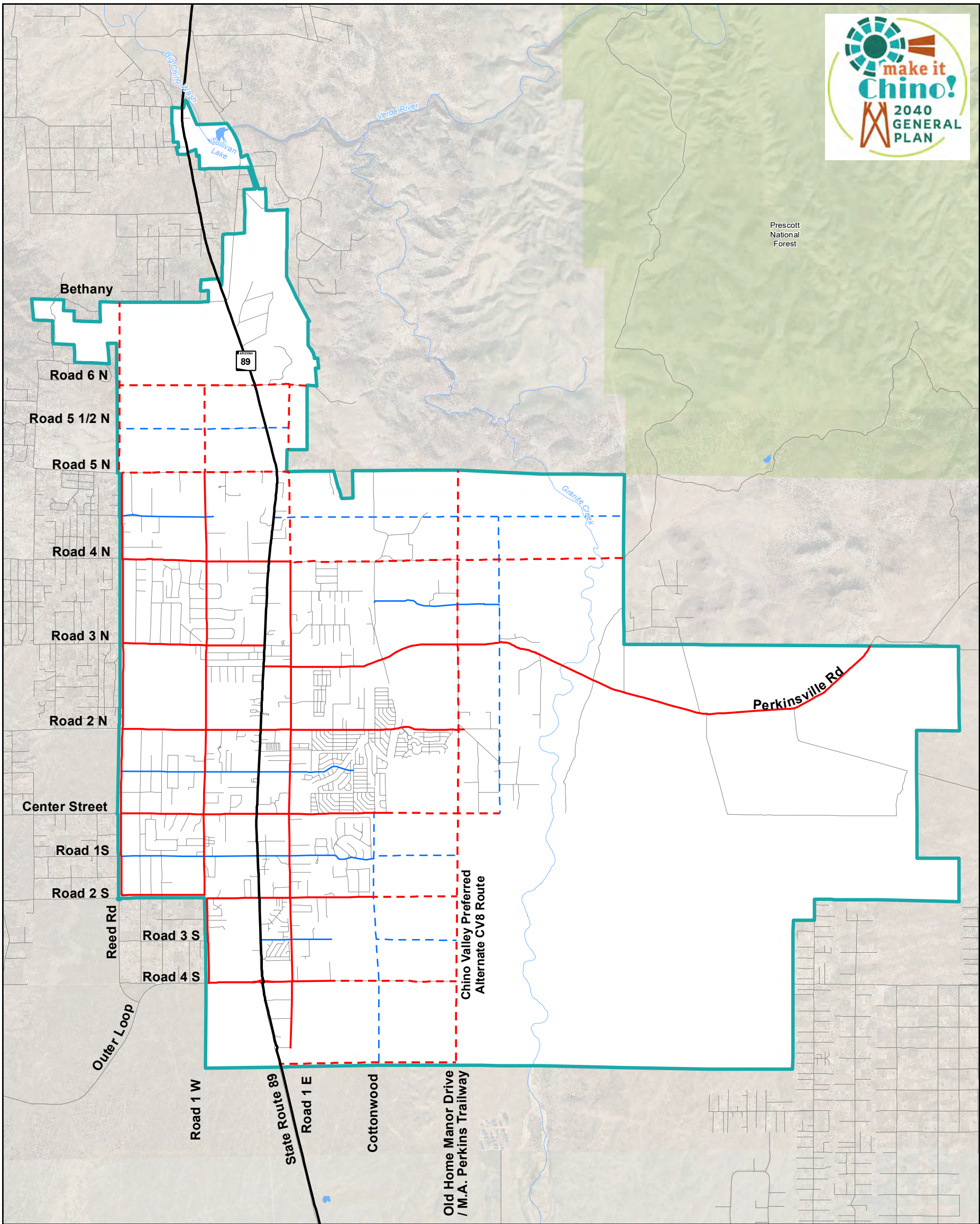


Figure 4.2 Circulation Network







According to the Central Yavapai Metropolitan Planning Organization (CYMPO) 2045 Regional Transportation Plan, dated April 2020, as of February 2018, all arterial and collector roads in Chino Valley were rated a LOS of A-C, except for a portion of SR 89 between Rd 4 North and Road 3 North that is rated as D. Projections for 2030 estimate that the arterials and collectors will remain at a LOS rating of A-C, while SR 89 is projected to be rated at D south of Road 2 South and range from D to F north of Road 3 North. This serves as an indicator to the Town for future travel demands and a need to partner with ADOT to align future SR 89 improvements with the Town's plans.

By adopting LOS guidelines, the Town must consider system improvement and maintenance costs. Any roadway where the level of service falls below LOS C is considered congested and that roadway should be scheduled for review of land use trends, safety, and traffic operations. This could include capacity improvements, geometric changes, traffic movement changes, or other improvements. Recommended improvements would then be programmed for implementation according to policies guiding development of the Town's Capital Improvement Program (CIP).





# Vehicular Travel



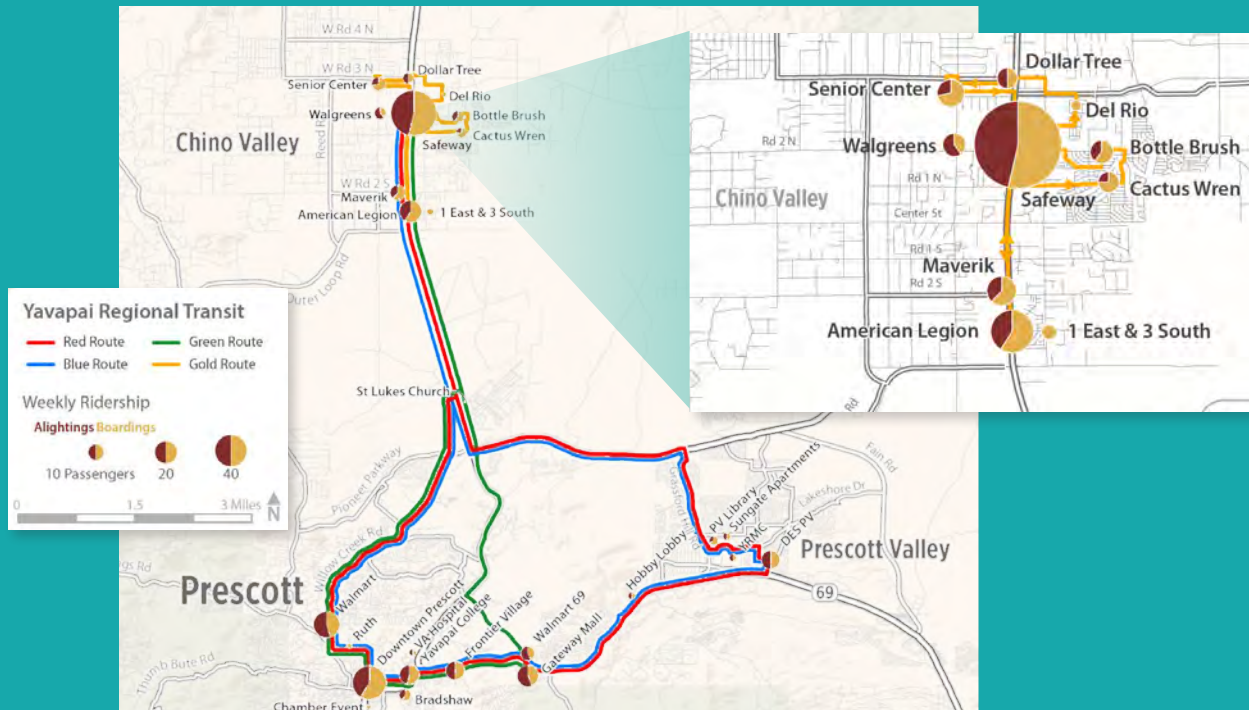
Almost all travel within Chino Valley is by vehicle. While many of the roadways are minimally improved rural roads without sidewalk improvements, there is little congestion and great opportunity to improve and extend the existing roads as the town grows. To support continued easy vehicular travel, the Town plans to develop a street network to connect easily to other area towns. However, The town is not without some congestion, mostly near and on SR 89. In response to this, the Town in partnership with the Arizona Department of Transportation (ADOT) began a project in 2021 to improve traffic flow along SR 89. The ADOT 5-Year Transportation Facilities Construction Program details the proposed improvements from 2023 through 2027, including traffic signals, road widening and the addition of passing lanes along 5.7 miles of SR 89 within town. Chino Valley is easy to get around even with traffic increases due to its grid layout. Continued review of roadway performance is critical to maintain this ease of travel. Since 2005, portions of SR 89 have experienced traffic volume increases of 300%. Roads intersecting with SR-89 such as Road 2 North and Perkinsville Road have seen 40% to 60% increases, respectively.

As the network ages, operations and maintenance costs will increase. Continuing efforts like

partnership with ADOT, will ensure that the town actively plans maintenance and improvements to Chino Valley's circulation network. During public engagement for the General Plan, the community noted that continued mitigation of traffic congestion and enhancing regular road maintenance are priorities.

ADOT and CYMPO have studied a proposed bypass road called the Chino Valley Extension that would provide an alternative connection from SR 89A south of Chino Valley to Paulden north of the town. This proposal offers the possibility of establishing a controlled access highway right-of-way, ranging from 350 to 400 feet in width, that avoids the need for land from the Prescott National Forest or conservation easement territories. It is expected that travelers will opt for the Chino Valley Extension over SR 89 due to reduced travel time for regional journeys. While developing the General Plan, Town staff and community members identified a preferred alternative route for the Chino Valley Extension, depicted in Figure 4.1 Circulation Network, which better aligns with Chino Valley's future growth strategies and the development of Old Home Manor. This alternative has not been studied by ADOT or CYMPO, but would better support Chino Valley's vision.

## Public Transit



Source: Yavapai Regional Transit Route Profiles Appendix D

The government and nonprofit sectors have historically played an important role in the transit network in the Central Yavapai County region. Transit vouchers are available through Northern Arizona Council of Governments and CYMPO to the special-needs populations, which includes low-income families, persons with disabilities and persons 55 years or older. Transit vouchers can be used as payment for all types of trips.

The nonprofit Yavapai Regional Transit (YRT) system was launched in February 2014, and provides local service (Gold Route) within Chino Valley Monday through Friday and regional service (Green Route) between Chino Valley and Prescott on Monday, Tuesday, Thursday, and Friday. The Gold Route provides local service from 8 a.m. until 6 p.m., starting at the senior center and making stops at Safeway, the American Legion, Dollar Tree, and the library. The Green Route provides four regional service trips from 8 a.m. to 6 p.m., starting at the Chino Valley Safeway and making its way to the Courthouse, Yavapai College and the Veterans Affairs (VA) hospital in Prescott before making its way back to

Chino Valley, stopping at the Maverik before returning to Safeway.

Additionally, the Blue Route is a deviated “flex route” that operates in a clockwise loop from Chino Valley to Prescott Valley to Prescott and then back to Chino Valley. The route begins service at 9:45 a.m. and ends at 6 p.m. and only runs on Wednesdays. The route runs south and eastbound to Prescott Valley from Chino Valley and then westbound on SR 69 toward Prescott before returning north to Chino Valley. Lastly, the Red Route is a loop like the Blue Route but runs counterclockwise. The service runs along SR 89 south to Prescott from Chino Valley and then eastbound to Prescott Valley before returning north to Chino Valley. This route begins service at 8:45 a.m. and ends at 5 p.m. and only runs on Wednesdays. Routes, schedules, and availability of services are sometimes altered as service providers respond to changing usage and ridership. While the YRT system offers options to the community, it unfortunately doesn’t provide the level of service that would benefit commuters town-wide.



## Private Transportation Options

Within the region, Groome Transportation provides a variety of transportation services, including an airport shuttle to Phoenix Sky Harbor International Airport. Other private sector operators also provides a wide variety of transportation in the region, including airport-shuttle services to Phoenix Sky Harbor Airport, a shuttle service with a flexible route between Prescott and Flagstaff, and reserve-a-ride services for seniors and people with disabilities, as well as nonemergency medical transportation and taxi service.

## Pedestrian, Bicycle, and Equestrian Circulation



**The Town of Chino Valley's scenic setting and mild climate are extremely conducive to pedestrian, equestrian and bicycling activities.**

According to the CYMPO 2045 Regional Transportation Plan, trips taken by walking and bicycling make up a modest share of the total commuting trips in the region. Investments in circulation infrastructure to facilitate walking and biking not only result in a more balanced and accessible transportation network, but also aid in alleviating socioeconomic and health disparities, support economic prosperity, and help create a more livable and sustainable community.

Pedestrian travel and access is a preferred mode by many residents, and is especially important for areas close to schools and activity centers. Currently, sidewalks in Chino Valley are limited to the commercial areas along SR 89. The lack of sidewalks and narrow, rural roadways can create unsafe conditions for pedestrians and discourage walking to destinations.

Bicycling is an essential component of any transportation system and one that provides numerous health benefits to communities and

residents. Although the region largely relies on single-occupancy vehicles, it boasts a vibrant bicycle community consisting of recreational cyclists who primarily engage in biking for leisure or physical exercise. Even though Chino Valley currently has no designated bicycle lanes, the town is supportive of investing in bicycle infrastructure along Peavine Trail, as well as creating multi-modal trails in other areas. The 2045 CYMPO Regional Transportation Plan recommends the installation of shared use paths to include bike lanes in Chino Valley to connect schools and residents, particularly along Rd 1 West, Rd 2 North, Center St, Rd 1 East, and Perkinsville Rd.

Chino Valley is home to many horse owners, but safe riding access is a concern. Most collector roads do not have right-of-way access and are instead flanked by drainage culverts that sit below road grade. This necessitates a trailer to transport horses to a safe recreational destination, making it difficult to enjoy casual horse riding.

In Chino Valley, the Peavine Trail serves as a designated equestrian route, situated parallel and east of SR 89. Spanning roughly 10 miles, this trail has been the subject of numerous community discussions, with residents expressing a preference for stabilized dirt or gravel surfaces for future development or expansion of Peavine Trail. However, the use of stabilized dirt or gravel trails should be avoided for trails closer to the developed areas of town or along roadways as they may not be usable by road-specific bicycles or wheelchairs.

## Regional Transportation Planning

The CYMPO is a partnership involving Chino Valley, City of Prescott, Dewey-Humboldt, Prescott Valley, Yavapai County, and ADOT. Established in June 2003, it was federally mandated when the region's population reached 50,000. CYMPO aims to collaboratively plan the transportation future of the Central Yavapai region, covering the 401.46 square miles within the MPO Planning Boundary. Through this joint endeavor, the participating agencies have committed to their citizens that as the region grows, their multi-modal transportation system will grow with it to accommodate all needs, including roads and highways for cars and trucks, public transit, and pathways for bicycles and pedestrians.

The existing system serving the CYMPO region contains a set of regional roadways that connect the communities and local roadways that serve each municipality. These routes serve as main thoroughfares and connect the region to the rest of Arizona. Regional roadways include I-17, SR 69, SR 89, SR 169, and SR 89A.

Running southeast of the primary population hubs, SR 69 links to I-17 and acts as the main travel route between the CYMPO region and the greater Phoenix area. Within the municipal

boundaries, SR 89 serves as a principal roadway for Prescott and Prescott Valley, featuring significant commercial development along the corridor.

SR 89 serves as a main north-south roadway within Prescott and runs north from Prescott through Chino Valley, ultimately connecting with I-40. SR 169 provides another easterly connection to I-17, primarily for those traveling north to Flagstaff or other parts of eastern Arizona. SR 89A extends eastward, providing connections to the Sedona and Verde Valley areas, and continues northward to Flagstaff.

Regional connectivity and travel would be further enhanced by the proposed Great Western Connector that was recently studied by Yavapai County and ADOT. The Great Western Connector is a proposed 9.5-mile route that would run north of Highway 89A at or near Glassford Hill Road, and then head west toward Chino Valley at Road 5 South, ultimately connecting up with the proposed Chino Valley Extension or Highway 89. If completed, this route would provide additional economic development opportunities for Chino Valley along Road 5 South.





# Goals and Policies

## Circulation System

### Goal C-1

Incorporate alternative modes of transportation into circulation/transportation system improvements.

- Policy C-1.1** Develop a Transportation Master Plan that addresses all modes of travel, including passenger vehicles, transit, and freight transport, incorporating intelligent transportation systems.
- Policy C-1.2** Improve accessibility by providing design standards for multimodal options for travel.
- Policy C-1.3** Support beautification of the SR 89 corridor through a plan to maintain culverts, gutters, and other streetscape elements that improve community aesthetics.
- Policy C-1.4** Preserve existing equestrian paths and explore opportunities for new equestrian paths in areas where horse travel is common and there are no paths.
- Policy C-1.5** Consider emerging or new alternate transportation means such as electric bicycles or scooters that travel at higher speeds and longer distances than human-powered devices when planning new sidewalks or connected paths to ensure they can safely integrate into the non-vehicular system.
- Policy C-1.6** Ensure collector and local road connectivity between development projects to provide additional access to public roadways, neighborhoods, and for future development opportunities on private and State Trust lands.

## Sidewalks and Trails

### Goal C-2

Ensure that pedestrian connectivity between neighborhoods, schools, jobs, and shopping provides reliable access.

- Policy C-2.1** Improve accessibility by updating public right-of-way development requirements to include sidewalks, bicycle lanes and soft paths on multi-use areas along new collector and arterial roads that enhance public safety, comply with ADA standards, and expand the ability of the streets to support additional businesses.
- Policy C-2.2** Create a Pedestrian Safety Plan to provide sidewalks or multi-use trails and paths throughout the community.
- Policy C-2.3** Establish a sidewalk development program to address current gaps in the system of sidewalks connecting neighborhoods and activity areas, particularly along arterial roads.
- Policy C-2.4** Prioritize roads and access for sidewalks or pathways between schools and neighborhoods to integrate Safe Routes to School initiatives for student safety.

## Safety

### Goal C-3

Ensure that roads are safe, accessible, and maintained and that they provide a reliable circulation system for residents and visitors.

- Policy C-3.1** Develop an Adopt-A-Roadway maintenance program and identify a priority list for improvements to implement.
- Policy C-3.2** Develop roadway functional classification design standards to ensure that new roads are adequately designed and built to serve their classification need.
- Policy C-3.3** Continue to coordinate with ADOT, CYMPO, and other regional transportation planning agencies to ensure organized future roadways and future interconnected safety improvements.
- Policy C-3.4** Coordinate with ADOT to require an access management plan for new development along SR 89.

### Goal C-4

Focus on providing safety improvements.

- Policy C-4.1** Conduct an assessment of streets to identify potential safety issues, assess compliance with federal and state safety standards, prioritize safety investments and resources, reduce potential liability for the town, and promote sustainable transportation.
- Policy C-4.2** Develop a streetlighting and intersection lighting plan to identify areas most in need of lighting for safety and a phased plan for installation of new streetlighting and intersection lighting. New streetlights and intersection lighting installed should be dark-sky compliant to preserve the rural environment skies.
- Policy C-4.3** Designate truck routes to facilitate the efficient movement of goods, reduce impacts on residential areas, improve safety, and reduce wear and tear on roadways in the town.
- Policy C-4.4** Design and utilize standards for driveway curb cuts on all streets.





# Maintenance

## Goal C-5

Identify roadway network deficiencies and implement improvement programs in a timely manner.

- Policy C-5.1** Develop a classification system for Town of Chino Valley streets that logically defines roadways based on the character of service (i.e., range of mobility and access functions) that each roadway is intended to provide. The classification system should include the roadway network expected to accommodate travel in the future growth area to ensure that adequate capacity and access are provided as development activity occurs.
- Policy C-5.2** Prioritize road maintenance according to road classification, road rating, and usage based on results of the Transportation Master Plan.
- Policy C-5.3** Correct roadway and intersection deficiencies by identifying and prioritizing needs and the programming necessary for maintenance and improvement actions.
- Policy C-5.4** Explore partnering with nearby jurisdictions to establish an intergovernmental agreement to share capital equipment assets for cost reduction, such as, road maintenance equipment and products.
- Policy C-5.5** Develop an Access Management Program to provide guidelines for regulating ingress and egress on public roadways from adjoining or abutting properties and to enhance the operational safety and mobility of the town's street system.

# 5

## Parks, Recreation, and Natural Resources Element







The Parks, Recreation, and Natural Resource Element illustrates the town's approach to providing a high-quality parks and recreation system, as well as preserving and enhancing its natural resources. This element considers the changing demographics, recreational trends, and the unique environmental assets of Chino Valley to create an enviable, sustainable, diverse, and accessible parks and recreation system. Chino Valley proudly offers a variety of recreational facilities, and open spaces and strives to enhance recreational offerings and protect natural resources as the community grows to enhance the quality of life for its residents.

## Parks & Recreation

Chino Valley owns and operates six parks within the community, which are shown on Figure 5.1. These provide residents with amenities, playgrounds, playfields, and trails, as well as access to natural open spaces. The Town also owns the Peavine Trail providing additional recreation opportunities.

The National Recreational and Park Association (NRPA) has conducted a comprehensive assessment of more than 1,000 parks and recreation agencies to develop nationwide parks and recreation benchmarks in the 2022 NRPA Agency Performance Review. According to the national assessment, the typical parks and recreation agency has an average of 10.4 acres of parkland for every 1,000 residents in its jurisdiction. Chino Valley currently has 86.4 acres of parks, equal to approximately 6.4 acres per 1,000 residents, which is below the national average. However, the Town also owns 111 acres of the Peavine Trail that provides additional recreational activity for residents.



### Memory Park

Located off Palomino Road and N Road 1 West adjacent to the town library. The park covers 2.4 acres and houses various recreational facilities, including a basketball and bocce court, trails, horseshoe pits, and a playground. It has extensive green areas that include picnic tables, a gazebo, and barbecues. Memory Park is an asset for residents to gather and enjoy an active, healthy lifestyle.



### Community Center Park

A heavily utilized park located at Perkinsville Road and Road 1 East. The park covers 37 acres and includes the town's aquatic center, baseball and softball fields, a playground, soccer fields, volleyball courts, walking trails, restrooms, and a ramada for community outdoor activities.





## 9/11 Memorial Park

Located off Shooting Range Road and Santa Fe Trail. The four-acre park is a tribute honoring fallen heroes and includes a memorial monument and sign.



## Allen Rothlisberg Park

A small shaded area covering 5,000 square feet and is used mostly for communal gathering. The park includes a ramada and picnic areas. The land was designated in memory of Allen Rothlisberg, who served as the Chino Valley Librarian and Parks and Recreation Director from 1992 to 1999.



## Center Street Park

Located on the west side of the town near SR-89. While the three-acre park currently lacks recreational amenities, it holds promise for increased utilization as a site for outdoor activities such as picnicking and low-impact exercise.



## Forgotten Park

A passive undeveloped park covering 40 acres on the northwest corner of Perkinsville Road and North Old Home Manor Drive in a sparsely populated area adjacent to the Old Home Manor Ball Fields and near the planned Old Home Manor RV Park.

## Proposed State Park

The Trust for Public Lands, the Nature Conservancy, the State of Arizona, Chino Valley, and other stakeholders have partnered to establish a state park at the headwaters of the Verde River. The 980 acres of land on Del Rio Springs Ranch and around Sullivan Lake on the east side of SR 89 are privately-owned. The establishment of the park requires purchase of the private property, and the resulting state park would be managed by the Arizona State Parks and Trails Department. This Verde River headwaters area is a cornerstone for recreation and water resource management and establishing a state park will boost tourism, protect critical river headwaters, and provide additional recreational opportunities for residents. Chino Valley will continue to actively partner with stakeholders to realize this unique opportunity.

## Proposed Trail System Enhancement

Chino Valley desires to enhance its trail system to expand the Peavine Trail into a better connected regional trail and to provide a trail system that connects to the open space along Granite Creek. The proposed trail alignments are shown on Figure 5.1 and are conceptual in nature. Actual trail alignments will be determined at the site planning stage, and any trails on State Trust land or private property will require coordination with ASLD or the property owner and acquisition of a right-of-way.





## Open Space

From the late 1990s to mid-2002, Arizona's state statutes, also known as the Growing Smarter legislation, included a mandate for "planning for open space preservation." As part of the public-engagement process, community members identified the preservation and prioritization of open space as important. The Town of Chino Valley has designated various 100-year floodplains and 980 acres of proposed state park as Open Space, depicted on Figure 5.1. Open Space designations permit one dwelling unit per acre by right.

## Environmental Planning

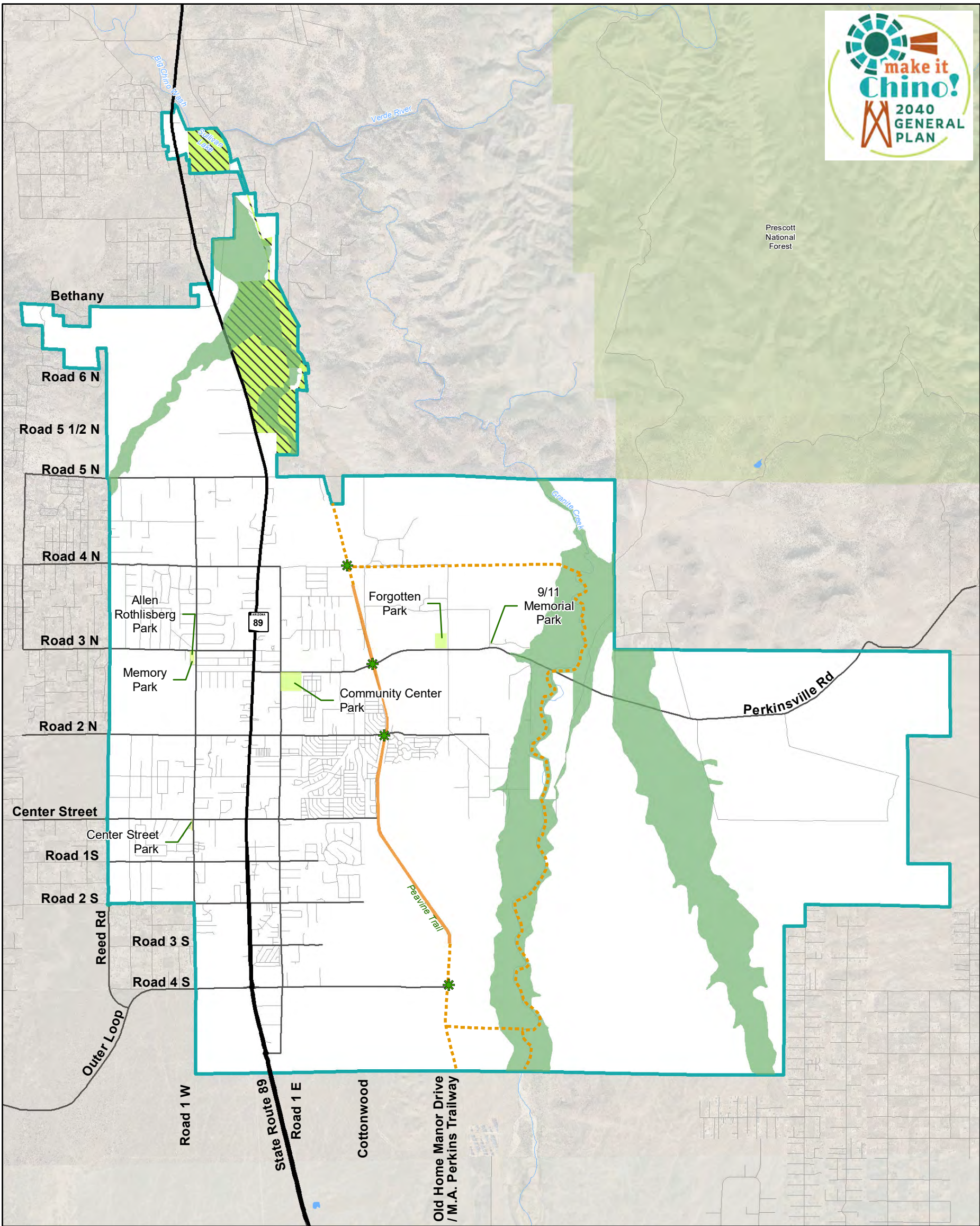
As the population of Chino Valley increases, and its infrastructure continues to grow, there will inevitably be impacts on the natural environment from various construction projects, road improvements, developments, and installation of utilities. These impacts could include changes in slopes and drainage from soil disturbance, sheet flooding, aquifer pollution, and effects on the water table, as well as hazards related to droughts and landslides. While not highly likely, wildfires could also affect the outlying grasslands. These environmental concerns could produce cumulative effects for both developed and outlying areas of the town, impacting the residents of Chino Valley.

The cumulative effects on environmental resources occur when the incremental impact of an action is combined with current conditions and planned future projects in the area. These effects can arise from individual minor actions that collectively accumulate over time, resulting in substantial impacts. To address any adverse impacts associated with future development projects, Chino Valley should identify mitigation measures. Coordination with local, state, and federal agencies will be necessary to ensure the success of these projects.



The concept of long-term environmental planning involves the creation of sustainable developments that meet people's needs while also conserving and protecting the natural environment. This approach is commonly referred to as Triple Bottom Line planning, which takes into account social, economic, and environmental impacts. Environmental planning typically encompasses issues such as air quality, floodplains, stormwater management, and natural hazards.





- |                       |                     |               |
|-----------------------|---------------------|---------------|
| <b>Existing</b>       | <b>Proposed</b>     | State Highway |
| Existing Park         | Proposed State Park | Major Road    |
| Existing Trail        | Proposed Trail      | Local Road    |
| Trailhead             |                     | River or Wash |
| Open Space/Floodplain |                     | Water Body    |



Figure 5.1 Parks, Trails, and Open Space





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## Floodplains

Floodplains are regions that are likely to undergo flooding during and after storm occurrences. The Federal Emergency Management Agency (FEMA) locates flood-prone areas across the United States and regularly revises and maintains flood maps. These maps furnish vital data on flood-vulnerable zones and serve as valuable tools for assessing and managing risks within communities.

The flood-prone zones in Chino Valley were initially mapped in the 1970s and the current FEMA floodplains designations are from 2010. Due to various factors such as large rainfall or runoff events, erosion and development, water channels have changed over time. Presently, the Yavapai County Flood Control District and the Federal Emergency Management Agency are in the process of a new Letter of Map Revision for a flood-hazard area located within the county, comprising the entirety of Chino Valley Tributary 1 and Chino Valley Stream Tributary 2. These updated maps are a valuable resource aiding in the comprehension of flood risks guide informed decisions about mitigation and fostering safer and more resilient communities. To encourage the preservation and protection of these areas, several of the 100-year floodplains within Chino Valley are designed as Open Space on the Future Land Use Map, Figure 3.1.

In addition to FEMA floodplain designations, there are several areas in Town which may be prone to “sheet flow” flooding. This flooding is not necessarily associated with defined water courses. In sheet flow flooding, the flood waters inundate lower areas that may be dry for most of the year. These floods are usually slower and shallower than floods in streams and washes, but some of the depths of flow can reach several feet. There have been several studies of these sheet flow areas in Town, the most recent being the Town of Chino Valley Area Drainage Master Study, completed in 2011. The Town uses this document, along with the FEMA designated flood plains help protect dwellings from flood waters and to minimize flood risks as much as possible.





## Stormwater Management

Managing stormwater is critical for controlling runoff from storm events and preserving and enhancing surface water quality. Developments frequently increase impervious areas with elements such as pavements, roofs, and roads. These added impervious areas not only increase the amount of runoff that enters surface water bodies but also tend to trap contaminants like oil, nutrients, heavy metals, etc. This negatively affects the water quality of the receiving surface water bodies and the riparian habitats associated with them.

By implementing Low Impact Development (LID) and Green Infrastructure, it is possible to replicate natural processes that encourage infiltration, evapotranspiration, and efficient utilization of stormwater. This aids in protecting water quality and the associated riparian habitats.

There are many practices that observe these principles:

- Promoting reduced irrigation needs using xeriscaping and native plants in landscape designs.
- Prioritizing non-turf areas that require less water and maintenance than turf lawns.
- Prioritizing permeable pavements by public and private developments to promote infiltration.
- Employing low-volume watering approaches such as drip irrigation systems to avoid excessive watering.
- Minimizing the use of fertilizers and pesticides in lieu of less toxic alternatives such as composted organic material.
- Using mulch or straw to avoid erosion and reduce weed growth.
- Using less hazardous household products for cleaning, car care, home improvement, etc. and avoiding disposal in storm drain systems.
- Properly disposing of pet and livestock waste, that can be a significant source of runoff pollution, to avoid reaching nearby water bodies or storm drains.

For any project involving ground disturbance greater than one (1) acre, the Town of Chino Valley requires coverage under the Arizona Pollutant Discharge Elimination System Construction General Permit (AZPDES CGP). The permit requires preparation of a stormwater pollution prevention plan (SWPPP) and identification of best management practices (BMPs) including LIDs and Green Infrastructure to minimize soil erosion and stormwater runoff.



## Water Resources

The comprehensive management of water resources is important for a community to meet its current and future water demands for economic growth in the residential, commercial, and industrial sectors. A community should invest in long-term planning not only to efficiently manage the existing resources but also to explore additional resources and practices required to provide a sustainable water supply for future growth and development. The Town of Chino Valley aims to achieve sustainable water-resource management through its overarching goal. This entails considering the social, economic and environmental aspects of water usage while also safeguarding and rehabilitating water quality and quantity.

The Town of Chino Valley is within the Prescott Active Management Area (PrAMA) and subject to the Arizona Groundwater Code regulations. Given the pivotal role that groundwater plays in ensuring Chino Valley's water resource sustainability, the town operates an aquifer recharge facility to address long-term water storage and recovery needs. Chino Valley is

committed to implementing groundwater conservation strategies that align with the PrAMA 2025 safe-yield goal.

Chino Valley is in the process of formulating an integrated water master plan (IWMP) along with a capital improvement plan (CIP). These plans aim to pinpoint future water resource and infrastructure requirements, as well as devise strategies to fulfill community needs. In 2016, the town's water system recorded an average daily consumption of 188,000 gallons, with peaks reaching 300,000 gallons. Since then, Chino Valley has witnessed a surge in both commercial and residential growth, which likely led to an increase in daily water demand. Some methods the town could employ to improve its water forecasting capacity include:

- Develop augmentation plans to identify and develop infrastructure that provides long-term reliability in meeting future water supply needs.
- Promote sustainable planning and efficient use of water resources through water conservation and drought planning programs.

## Town Water Sources

### Surface Water

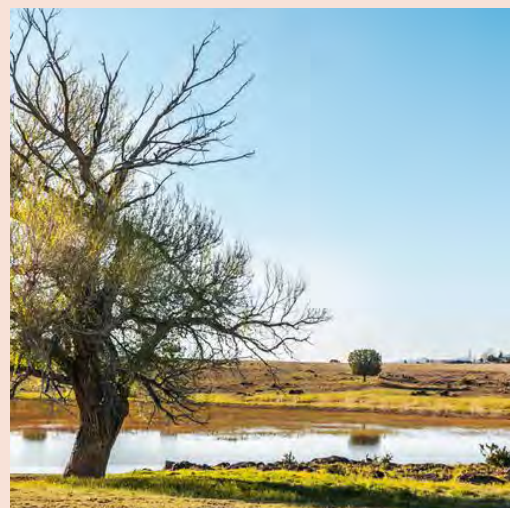
In Chino Valley, surface water is not a reliable source of municipal water.

### Groundwater

The Basin and Range Aquifers are the main sources of groundwater for Chino Valley. The aquifers have the capability to produce 1,584,000 gallons of water per day at one production facility (PSPF No. 1) and 63,360 gallons of water per day at a second facility (PSPF No. 2).

### Water Storage

At PSPF No. 1, water produced can be stored in a 1-million-gallon steel, above-ground storage facility. Additional storage is available at PSPF No. 2 in a 165,000-gallon storage facility.

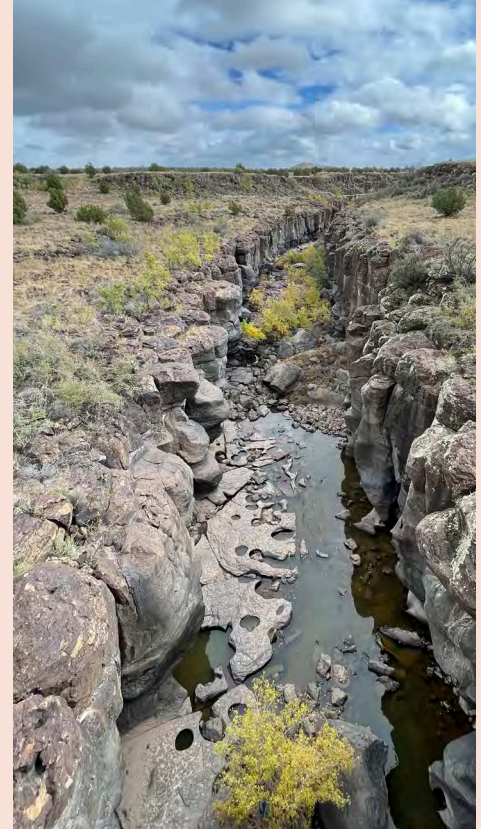




## Water Bodies

### Verde River

One of Arizona's federally designated Wild and Scenic Rivers, the Verde River springs from the ground in the rural community of Paulden, just north of Chino Valley. The river flows southeastward 195 miles (314 kilometers) through private, federal, state, and tribal land before reaching its confluence with the Salt River near Phoenix. The Verde River is a key tributary of the Colorado River and faces risk of over-pumping. The Verde River is part of the Gila River Watershed, which encompasses about half of the State and flows into the Colorado River near Yuma. Overpumping within the Little Chino Sub-Basin is reducing the amount of groundwater that is historically discharged into the Upper Verde River. This has been observed through the decline of the Del Rio Springs, which are part of the conduit systems that feed the river. The Big Chino Sub-Basin also provides a large volume of water to the Upper Verde River. A study completed in 2007 by the U.S. Geological Survey suggests that 80 percent of water to the Upper Verde River comes from the Big Chino and 20 percent comes from the Little Chino, which alludes that over-drafting associated with groundwater pumping within the Little Chino has a potential 20 percent effect of the baseflows of the Upper Verde River.



### Granite Creek

Granite Creek is a 38-mile (61-kilometer) intermittent tributary of the Verde River. It flows generally north-northeast from the Bradshaw Mountains of west-central Arizona through the City of Prescott and the Granite Dells to meet the river at the north end of the Little Chino Valley east of Sullivan Lake.

### Sullivan Lake

Sullivan Lake is a reservoir dammed in the 1930s and located at the north end of Chino Valley near Del Rio Springs. It only has water in it during precipitation events and is empty for the majority of the year. Sullivan Lake is located on private property and is not suitable for recreation or fishing. However, it is included for consideration as part of the proposed state park near Del Rio Springs. The land around Sullivan Lake also provides an optimal opportunity for a proposed water reclamation facility and recharge site to sustainably manage future water importation by Chino Valley.



## Wildlife/Habitat

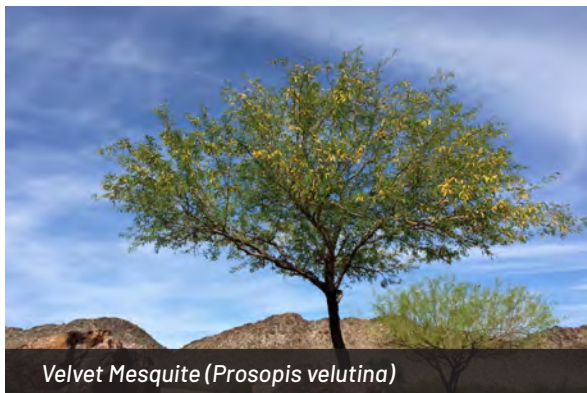
The Upper Verde River State Wildlife Area Important Bird Area (IBA) as designated by the Audubon Society is located approximately eight miles north of Chino Valley in Yavapai County and consists of 1,809 acres located along the upper Verde River and lower Granite Creek. The IBA includes approximately 3.5 miles of the upper Verde River, draining easterly from the headwaters past the confluence with Granite Creek to the Prescott National Forest boundary. It also includes 1.5 miles of Granite Creek upstream of its confluence with the Verde River.



*Pronghorn (Antilocapra americana)*

In addition to these two major drainages, the Upper Verde River State Wildlife Area IBA includes the associated floodplains, cliffs, and adjacent uplands. Grazing was once prominent within the Upper Verde River State Wildlife Area and, although trespass grazing does occur, the habitat has experienced dramatic recovery and restoration since the Arizona Game and Fish Department purchased the property in 1996.

The Verde River represents the most significant perennial waterway in the northern third of Arizona and a Game and Fish management priority to maintain riparian habitat and the wildlife area's notable native fish diversity and abundance. In addition to supporting rare/priority riparian-breeding avian species, it also serves as an important stopover and/or wintering grounds for a host of migratory birds. The Upper Verde River State Wildlife Area contains the headwaters of the Verde, a lush, low- to mid-elevation riparian forest, floodplains, cliffs, and adjacent uplands dominated by Pinyon-Juniper forest.



*Velvet Mesquite (Prosopis velutina)*



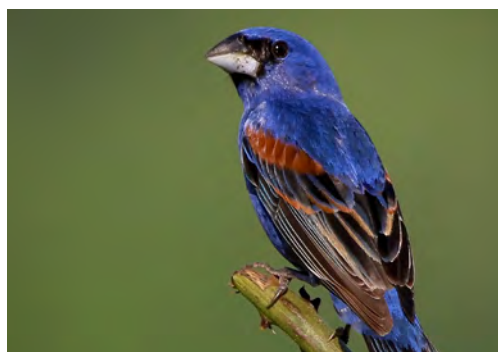
*Lewis' Flax (Linum lewisii)*



The riparian vegetation is characterized as mixed broadleaf deciduous, dominated by Arizona ash (*Fraxinus velutina*), box elder (*Acer negundo*), Arizona walnut (*Juglans major*) and net leaf hackberry (*Celtis reticulata*). Tamarisk (*Tamarisk pentandra*) is occasionally interspersed with native tree species. Goodding's willow (*Salix gooddingii*), red willow (*Salix laevigata*) and Fremont cottonwood (*Populus fremontii*) are also present. Low floodplain terraces are dominated by large stands of desert willow (*Chilopsis linearis*), while highest terraces are vegetated with velvet mesquite (*Prosopis velutina*). Varying from the above, the lower Granite Creek supports a well-developed narrowleaf cottonwood (*Populus acuminata*) riparian forest. These riparian areas are especially important for neo tropic migrants like the Western Yellow-billed Cuckoo, Yellow Warbler, and Lucy's Warbler. Certain environmental conservation challenges face area, but chief among them are prolonged drought and wildfire.



Western Yellow-billed Cuckoo  
(*Coccyzus americanus*)



Blue Grosbeak (*Passerina caerulea*)



Red-Naped Sapsucker (*Sphyrapicus nuchalis*)



Arizona Ash (*Fraxinus velutina*)

# Goals and Policies

## Parks and Recreation

### Goal PRN-1

Support the improvement of recreational facilities by identifying areas for new parks, community centers, or other recreation areas that provide diverse recreational programs to engage residents of all ages and abilities.

- Policy PRN-1.1** Fund, develop, and implement a Parks, Trails, and Open Space Master Plan providing for comprehensive park development, park management, and recreation programming to serve the population projected by the Future Land Use Map.
- Policy PRN-1.2** Create an interim inventory and maintenance plan for existing parks and recreation facilities owned and operated by Chino Valley.
- Policy PRN-1.3** Incorporate urban parks into activity centers as they develop.
- Policy PRN-1.4** Support the enhancement of the existing parks by adding amenities and elements with higher aesthetic value.
- Policy PRN-1.5** Develop an Adopt-a-Park program to encourage residents and/or business owners to donate time or resources for the beautification and cleanup of parks and recreation facilities.
- Policy PRN-1.6** Work to expand and connect Peavine Trail throughout Chino Valley. Identify locations for new trailheads as Peavine Trail is expanded or new trails are designated. Trailheads should be marked with information about the trail, and adequate parking should be designed for accessibility.
- Policy PRN-1.7** Continue to capitalize on existing relationships and identify new partnerships with local agencies, sports organizations, and support resources to provide additional services and shared programs. Identify local and regional groups, businesses and individuals for sponsorships and donations to support community events, festivals and activities.
- Policy PRN-1.8** Establish long-term strategies for path and trail linkages between neighborhoods, parks, and natural open space areas; management; and cooperative planning opportunities with adjacent jurisdictions.
- Policy PRN-1.9** Require developers to provide active and passive recreational opportunities within stormwater retention basins, where appropriate.
- Policy PRN-1.10** Ensure that parks and recreation facilities are Americans with Disabilities Act (ADA) accessible.
- Policy PRN-1.11** Expand availability of youth and teen recreation programs and amenities at existing and new Town parks and community centers in response to growth.



## Goal PRN-2

Explore innovative ways to provide for future parks and trails.

- Policy PRN-2.1** Explore and identify funding sources for the development of parks, trails, and recreational facilities, including identification of potential revenue sources and increasing public awareness of the cost to build, operate, and maintain parks, trails, and recreational facilities and programs.
- Policy PRN-2.2** Partner with private landowners to acquire land for future neighborhood and community parks through land dedications in conjunction with the rezoning and development review process.
- Policy PRN-2.3** Establish joint-use agreements with other public and private agencies, such as the Chino Valley Unified School District, for use of recreational facilities.
- Policy PRN-2.4** Explore opportunities to develop linear parks and trails through neighborhoods and along drainage channels.
- Policy PRN-2.5** Provide for the enhancement and maintenance of parks, trails, and open spaces through public-public and public-private partnerships, volunteer programs, and other agencies or entities as appropriate.
- Policy PRN-2.6** Develop a funding strategy and feasibility analysis to improve and expand public services relative to parks, libraries, community education, and recreation programs. Implement the findings of the study.
- Policy PRN-2.7** Coordinate and partner with the Chino Valley Irrigation District to assess the feasibility of utilizing Irrigation District easements to develop pedestrian and equestrian trails.
- Policy PRN-2.8** Require new subdivision developments of fifty (50) or more residential lots to provide, develop and maintain, active, amenitized park space accessible by residents. The size, configuration, and location of the park space should be adequate to serve all homes that are part of the subdivision.

## Open Space

### Goal PRN-3

Ensure that new developments integrate/accommodate the preservation of open space in their design.

- Policy PRN-3.1** Require new single-family residential development to provide improved active park space at the ratio of one (1) acre for every one-hundred (100) units (435 square feet per dwelling unit) or an equivalent fee in lieu, for the construction of a programmed park or facility within two (2) miles of the project site.
- Policy PRN-3.2** Require single-family residential developments of one (1) acre parcel size and larger to provide equestrian/multi-use paths and/or an equivalent fee in lieu, to be used within two (2) miles of the project site.
- Policy PRN-3.3** Consider the adoption of different types of development standards, such as cluster development or conservation subdivisions, to protect open spaces that are environmentally sensitive, are identified as high-risk flood areas or offer significant opportunities for groundwater recharge.
- Policy PRN-3.4** Identify, preserve, and manage a connected open space system that provides natural areas with access for residents and visitors.
- Policy PRN-3.5** Update the town's dark sky ordinance to guide dark-sky compliant outdoor lighting and streetlighting to minimize light pollution and impacts to Chino Valley's rural environment and open space.

### Goal PRN-4

Preserve and enhance riparian areas, protect natural open space, and provide trail linkages.

- Policy PRN-4.1** Prioritize open space preservation in new developments and planned area developments.
- Policy PRN-4.2** Develop a plan to preserve the Verde River, including its hydrology, and its natural environment as a regional recreation destination. Include regional partnerships, cooperation, and grants to create a high-quality experience for visitors.
- Policy PRN-4.3** Support the expansion of a trail system to attract tourism through regional cooperation and the pursuit of grants or community co-ops.
- Policy PRN-4.4** Preserve aquifer headlands for environmental and recreational purposes.
- Policy PRN-4.5** Consider impacts to known wildlife habitats during development application review. Adopt measures which reduce negative impacts to sensitive habitat areas.



# Water Resources

## Goal PRN-5

Ensure that Chino Valley is resilient to natural hazards that may impact the community.

- Policy PRN-5.1** Develop a Drought Management Plan, consistent with the Arizona Drought Preparedness Plan, to prepare for potential long-term water shortages during drought conditions.
- Policy PRN-5.2** Develop a stormwater master plan to identify areas that are most prone to flooding and flood hazards as well as potential mitigation strategies.
- Policy PRN-5.3** Address sheet flooding through a partnership with Yavapai County Flood Control District and FEMA. Mitigation strategies and funding should be prioritized.

## Goal PRN-6

Protect natural resources by promoting sustainable development practices, such as water conservation and the preservation of natural areas.

- Policy PRN-6.1** Encourage the implementation of alternative water conservation methods, including stormwater collection systems such as green infrastructure and low impact development principles.
- Policy PRN-6.2** Actively educate residents on water conservation best practices through outreach programs such as the Water Use it Wisely program and the Yavapai WaterSmart Program prepared by the Upper Verde River Watershed Protection Coalition.

## Goal PRN-7

Protect Chino Valley's water sources to ensure that they are reliable and sustainable.

- Policy PRN-7.1** Balance development and growth with the town's resource capacity. Consider the social, economic, and environmental impacts of development and growth on the town's existing and future resource capacity.
- Policy PRN-7.2** Review development proposals to ensure that they will not result in potential adverse impacts to the Town's water resources portfolio or to the physically available water supplies within the aquifer.
- Policy PRN-7.3** Participate in regional and local strategies, programs and efforts to ensure sustainable water supplies in the area.
- Policy PRN-7.4** Explore the establishment of a structured water conservation program, including drought-tolerant irrigation standards, rainwater harvesting, irrigation system water budgeting and reduction, and public programs that encourage water conservation practices.

**Policy PRN-7.5** Encourage the use of drought-tolerant landscaping in new development. Require the use of xeriscape landscaping and plants with low water needs in appropriate areas of the town.

**Policy PRN-7.6** Adopt a One Water philosophy that considers surface water, groundwater, wastewater, potable water, and reclaimed water collectively through an Integrated Water Master Plan.

### Goal PRN-8

Take a proactive approach toward water conservation through the development of water conservation strategies.

**Policy PRN-8.1** Establish a water conservation program that educates residents on appropriate water conservation strategies.

**Policy PRN-8.2** Strengthen relationships with the City of Prescott, Town of Prescott Valley, Yavapai County, and other appropriate agencies to support groundwater protection and conservation.

**Policy PRN-8.3** Continue utilizing Indirect Potable Reuse (IPR) of reclaimed water supplies for water demand requirements.

**Policy PRN-8.4** Implement a water resource conservation ordinance that identifies standards for water conservation, habitat retention, and pollutant mitigation.

**Policy PRN-8.5** Consider a water conservation incentive program for the Town's water service area to assist more water intensive developments in conserving water.

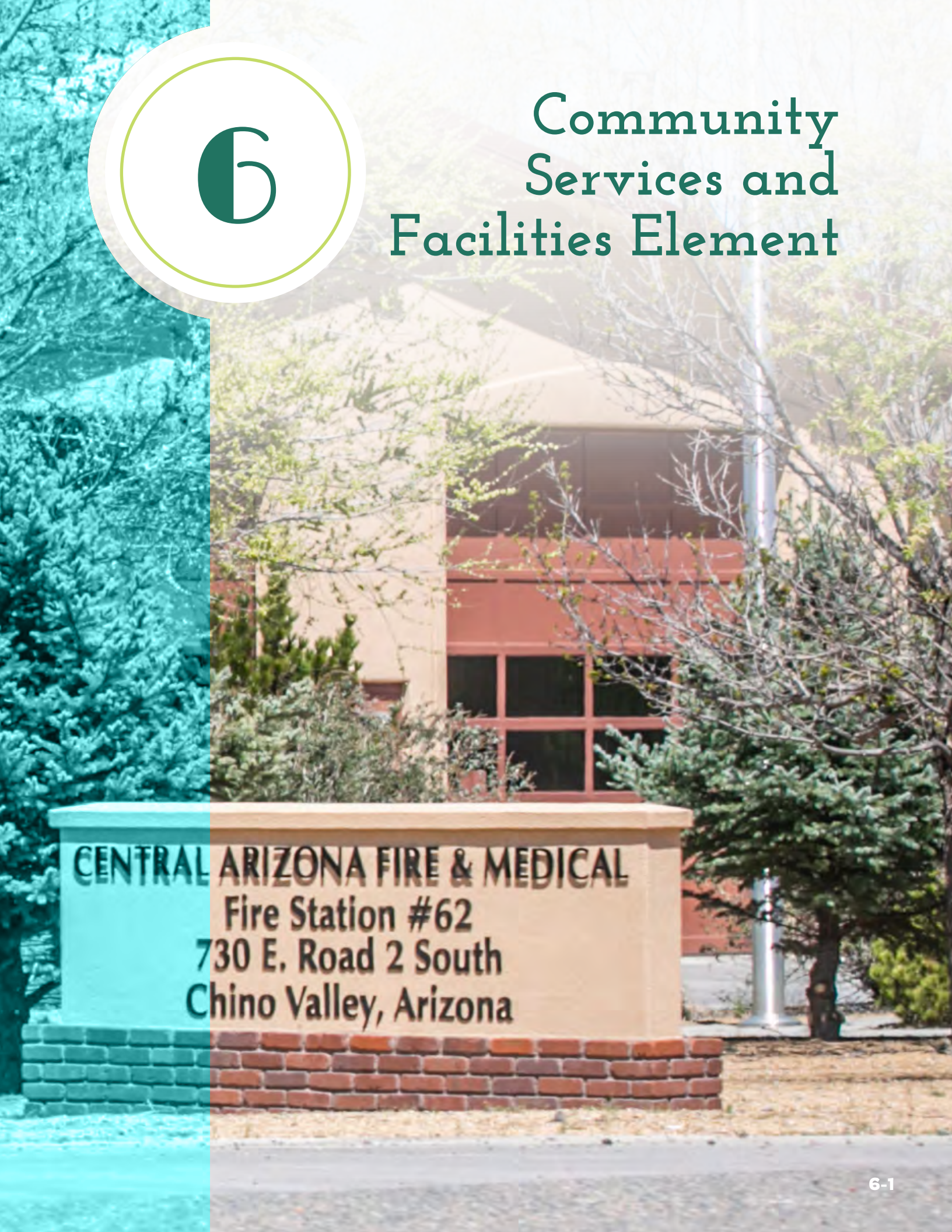




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# 6

## Community Services and Facilities Element



**CENTRAL ARIZONA FIRE & MEDICAL**  
**Fire Station #62**  
**730 E. Road 2 South**  
**Chino Valley, Arizona**





The Community Services and Facilities Element addresses the town’s approach to providing essential services, infrastructure, and facilities to meet the needs of its residents, businesses, and visitors and addresses the cost of development associated with providing services and facilities as the town grows. This element outlines goals and policies to guide the planning, development, and maintenance of services and facilities, such as water and sewer systems and public safety, among others. It also identifies areas where improvements or expansions are necessary to accommodate population growth and economic development. This element serves as a blueprint for ensuring that Chino Valley’s services and facilities remain effective, efficient, and responsive to the evolving needs of the community.

## Community Services

Services for Chino Valley residents include water, sewer, and electrical. The Town provides water and sewer service, while municipal and private providers offer additional services.

### Water and Sewer Service

The Town of Chino Valley's Public Works Utilities Division is dedicated to providing essential water and wastewater services to its residents. This division manages the maintenance, operation, repair, and oversight of the Town's water sources, treatment facilities, wells, and storage units. To ensure the provision of efficient services, the Town is developing an integrated water master plan and a corresponding capital improvement plan (CIP), which will cover water, wastewater, and reclaimed water systems. These plans will also forecast the needs for water, sewer, and stormwater infrastructure for future development projects. The CIP will help the Town determine the costs associated with the projected needs and prioritize the allocation of funds accordingly. Water and sewer service areas are shown on Figure 6.1.

### Public Water Service

Public water service is provided by municipal governments.

#### Town of Chino

The Town's water supply is sourced from groundwater wells and treated at one of the Town's four water treatment plants. Chino Valley's water system serves 1,133 metered customer accounts, serving a population of 2,742 residents, and provides water to both residential and commercial customers. In anticipation of project growth, the Town has plans to expand its water system and has secured funding from the Arizona Water Infrastructure Finance Authority to complete the construction of a new water treatment plant.

#### City of Prescott

The City of Prescott provides additional municipal water service to areas of Chino Valley. As of April 2023, Prescott has 1,048 water connections within Chino Valley that serve an estimated population of 2,515 residents. There are some commercial property connections as well. The City of Prescott and Town of Chino Valley executed an intergovernmental agreement in 2020 whereby the City of Prescott has agreed to serve commercial water customers from Road 4 South to Road 4 North and 1,000 feet east and west of SR-89. However, City of Prescott water lines end at Perkinsville Road, so any property owners north of this that want to use City of Prescott water would be responsible for paying for line extensions. Additionally, the City of Prescott and the Chino Valley Irrigation District entered into an agreement in the late 1990s whereby the City agreed to serve one residential dwelling per acre for lands within the Irrigation District lands that converted from agriculture to residential development.



## Private Water Services

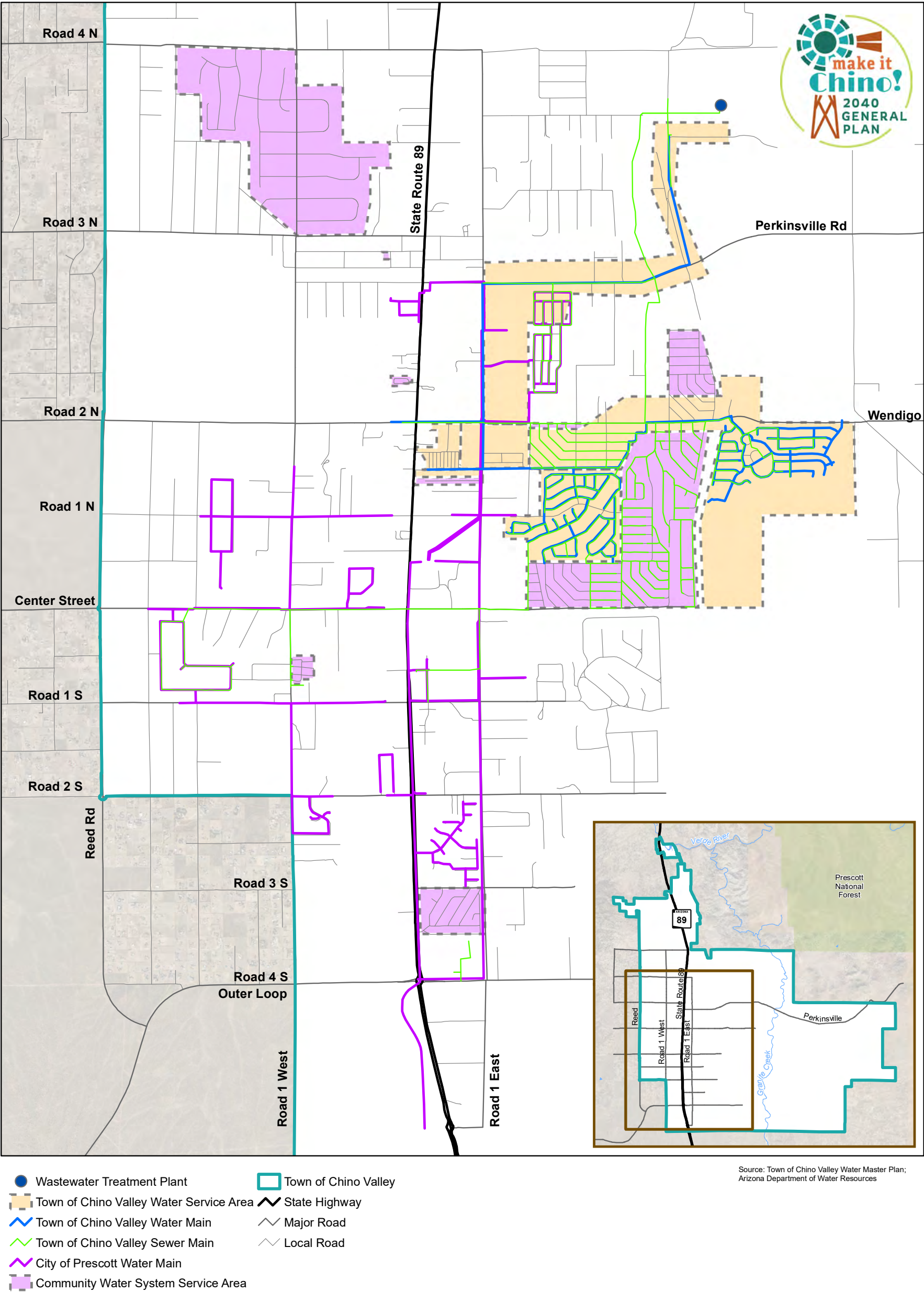
There are seven active private water companies within the Town of Chino Valley that provide additional water service. These private companies are generally developed for specific subdivisions or manufactured-home parks. The customers served by private providers fall within individual Community Water System (CWS) service areas, each of which is shown on Figure 6.1. Table 6-1 provides a breakdown of the population served by each CWS.

A CWS that serves more than 1,850 residents is classified as a Large CWS. A Small CWS serves less than 1,850 residents.

**Table 6-1 Water Service Providers in Chino Valley**

|         | Water Service Provider               | Water System Type | Population Served |
|---------|--------------------------------------|-------------------|-------------------|
| Public  | Town of Chino Valley                 | Municipal         | 2,742             |
|         | City of Prescott                     | Municipal         | 2,515             |
| Private | Chino Meadows II                     | Large CWS         | 2,350             |
|         | Appaloosa Water Company              | Small CWS         | 600               |
|         | ACME Water – Yavapai Estates         | Small CWS         | 243               |
|         | Mountain View Manufactured Home Park | Small CWS         | 160               |
|         | Chino Valley Park                    | Small CWS         | 65                |
|         | Road Runner Manufactured Home Park   | Small CWS         | 60                |
|         | Manneken Apartments                  | Small CWS         | 34                |

**Source:** Arizona Department of Water Resources, Community Water System Map – <https://azwatermaps.azwater.gov/cws>, Town of Chino Valley







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## Town Sewer Service

The Town of Chino Valley operates a public sewer system that provides service to more than 1,300 residential and commercial customers. The system consists of gravity-fed sewer lines, lift stations, and a wastewater treatment plant. The sewer system is an essential public service that plays a critical role in supporting the town's growth and economic development and sustainability. Demonstrating this commitment to sustaining water quality, all Town treated wastewater is treated and reclaimed for aquifer recharge without posing any groundwater contamination risk.

The Town of Chino Valley is developing a master plan for its wastewater system to effectively manage wastewater and address the increasing wastewater flows resulting from future connections to the system. As a component of the plan, Chino Valley intends to limit the development of new septic systems and require new development to connect to community service lines.

## Private Septic Systems

The Town of Chino Valley's Unified Development Ordinance requires that the minimum lot size for a private septic system is one acre. Many of the town's residential lots larger than one acre, particularly those on the periphery portions of town and those not connected to a CWS, utilize private septic systems. Septic systems are not designed to discharge water to the aquifer, and when properly maintained do not impact groundwater quality. The Arizona Department of Environmental Quality (ADEQ) has specific requirements for the siting of septic tanks to ensure that they are located in suitable locations and do not pose a risk to public health or the environment. Additionally, the Town promotes best practices, such as locating trees appropriately to prevent root damage to leach-field lines and septic tank systems.

## Water Conservation and Resilience

The Town of Chino Valley lies within the Prescott Active Management Area (PrAMA) and remains committed to implementing groundwater conservation strategies and supporting the PrAMA 2025 safe-yield goal. Safe-yield objectives are a way to assess the health of an aquifer by minimizing long-term water withdrawals and maintaining safe-yield levels to protect the groundwater resource.

The Town is presently working on a drought response plan that will develop different drought levels based on climate conditions and groundwater levels and link them to specific water conservation practices. These practices will help create a resilient and robust water system that can reduce the impact of drought on the community.

## Electrical Service

Arizona Public Service (APS) provides electrical service to Chino Valley via the regional power grid. Around the country, many communities are developing "microgrids" connected to the regional power grids to enhance community resilience, minimize power disruptions, and create redundant power sources for their residents. Microgrids include community-scaled power sources, such as community-scaled solar generating facilities and batteries that fully power the community during regional power disruptions. By partnering with APS, private power-generating companies, and pursuing federal grants, Chino Valley will be able to improve community resilience in the event of natural or manmade disasters.



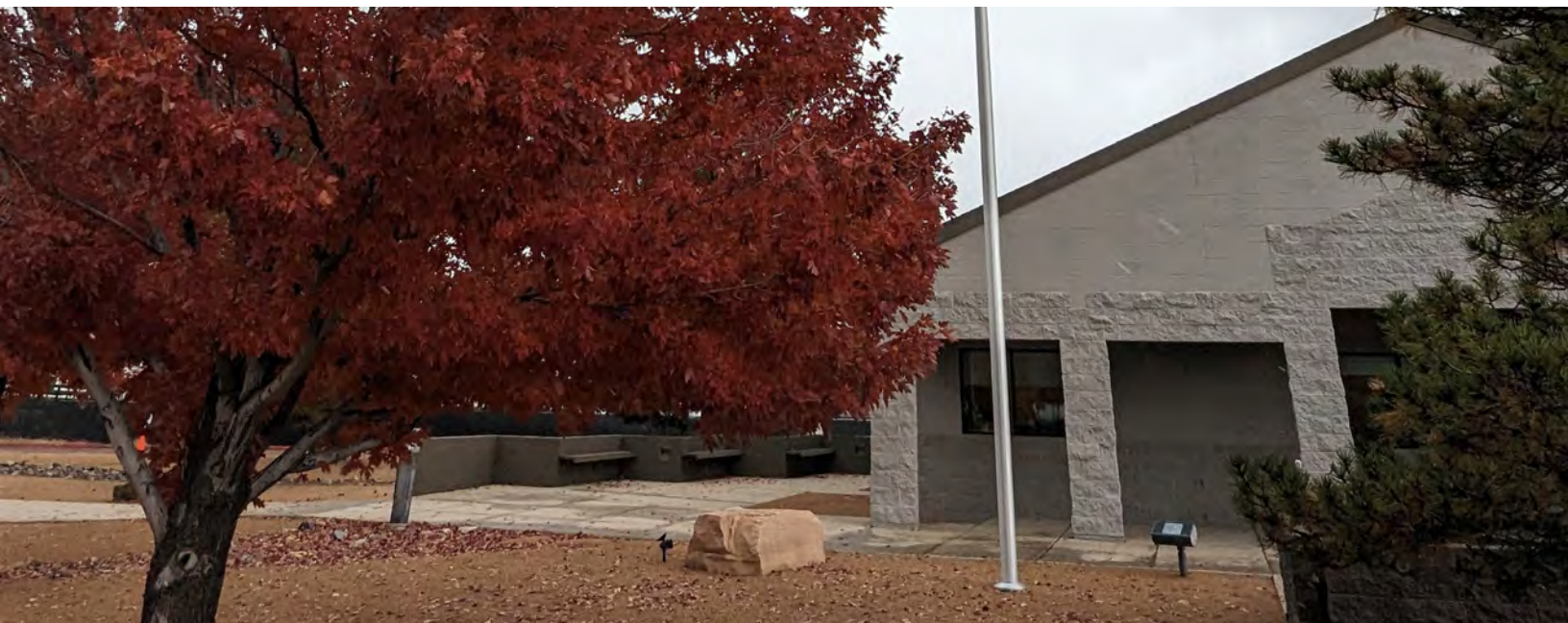
# Community Facilities

Public facilities play a crucial role in preserving a safe and prosperous community environment, attracting new residents, and retaining existing ones, which, in turn, strengthens the local economy. In Chino Valley, a variety of public facilities are available and easily accessible to residents. The Town manages and maintains several public facilities, including an aquatic center, a library, town hall, and a police department. Fire and medical services for the Town are provided by the Central Arizona Fire and Medical Authority. Figure 6.2 illustrates the location of public facilities.

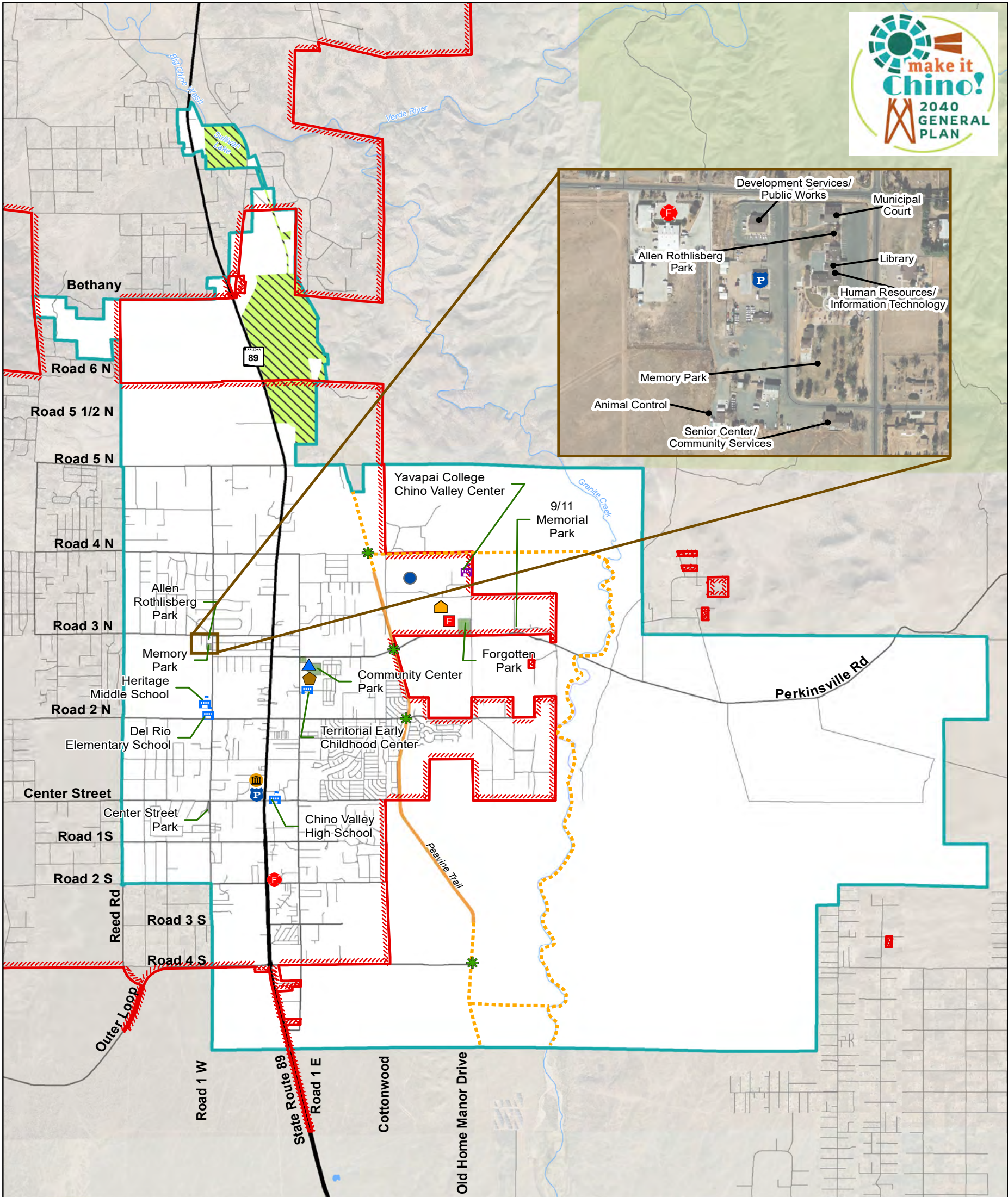
Several municipal governmental departments – Development Services, Public Works, Fleet Services, Community Services administrative staff, Information Technology, Human Resources, Animal Control, and Municipal Court – are located in dispersed buildings near Memory Park at the southwest intersection of W Road 3 N and N Road 1 W. This lack of a centralized governmental location presents some impacts in operational efficiencies and the interconnectedness of departments. The dispersed facilities also results in a lack of adequately sized meeting space for municipal functions.

## Town Hall

The administrative hub of the Town is situated off SR 89, south of Road 2 North, in the Chino Valley Town Hall. The building houses several town departments, such as Town Manager, Town Clerk, Economic Development, Finance, and Water and Sewer customer service offices. The Town Hall facilities are insufficient to accommodate the staff on site and Council meeting attendance. Moreover, the small size of Town Hall does results in several departments to be located elsewhere in the community, increasing operating costs, and making inter-departmental collaboration challenging and ineffective.







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Figure 6.2 Public Facilities





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## Development Services Department

The Development Services Department is responsible for protecting and enhancing the community's development, historic, environmental, economic, and cultural resources. The department's functions include:

- building permits and inspections,
- business licensing,
- code compliance,
- Geographic Information System (GIS),
- land use planning,
- and zoning.

## Public Works Department

The Public Works Department strives to provide efficient delivery of services to all Town residents to create a thriving, safe, friendly community that cultivates its natural beauty, history, and its western culture. The department implements and monitors the financial, operational, and capital budget for the Town's infrastructure and is responsible for:

- street maintenance,
- parks maintenance,
- fleet maintenance,
- facilities maintenance,
- utilities maintenance,
- engineering,
- right-of-way inspection, and
- project management.







## Municipal Court

The Chino Valley Municipal Court is responsible for handling cases related to traffic violations, misdemeanor criminal offenses, and civil cases that occur within the Town of Chino Valley. The court has jurisdiction to hear and decide cases where the maximum fine does not exceed \$2,500, and the maximum jail sentence does not exceed six months.

The court is presided over by a judge who is appointed by the Town Council and provides services such as traffic school and community service programs. These programs are designed to help individuals who have been found guilty of traffic violations or other offenses to complete their sentences or obligations in a way that benefits the community. The court is committed to providing prompt and efficient service to all parties, including defendants, victims, and witnesses.

## Police Stations

The Chino Valley Police Department, situated on Voss Drive, plays a crucial role in maintaining law and order within the town. Its primary mission is to safeguard the lives, properties, and constitutional rights of Chino Valley residents through the just and impartial enforcement of state laws. As of 2023, the department employs a total of 29 sworn officers who are dedicated to providing excellent service to the community. Furthermore, the department is committed to continuously improving its operations and services to ensure the safety and well-being of its citizens. As a result, a new police station was constructed and completed in early 2023 at 220 N. State Route 89, adjacent to Town Hall, to enhance the department's operational capacity and provide a conducive working environment for the officers.

## Fire Stations

The Town of Chino Valley does not provide fire service. The Central Arizona Fire and Medical Authority (CAFMA) plays a crucial role in providing emergency fire and medical services to 360 square miles in central Arizona including the residents of Chino Valley. Two CAFMA stations are located within the town limits, including Station 61 on West Road 3 North and Station 62 on East Road 2 South.

Despite an increase in the number of calls annually, from 2017 to 2021, the response times of CAFMA have stayed consistent at around 7 minutes per call. According to the National Fire Protection Association, a recognized agency that sets national fire protection standards, the average fire response time should be 5 minutes and 20 seconds. For medical emergencies, the standard response time is even less, with an expected average response time of approximately 5 minutes or less. With an average response time of around 7 minutes, CAFMA does not meet this national standard.







## Library

Chino Valley provides a public library, which is located next to Memory Park and is open six days a week. The library is accessible to all age groups and offers various services such as books, computers, printers, DVDs, Blu-Rays, puzzles, games, and free Wi-Fi. The library also provides phonics game tablets for children, a reservable community room, and opportunities for volunteering. The library offers year-round activities and programs to engage and educate the community, including computer classes, online learning classes, children's storytimes, board game events, movie nights, and a chess club. Chino Valley Public Library is part of the Yavapai Library Network, which connects patrons to over a million books, DVDs, and CD books, and thousands of eBooks and digital audiobooks.

The Friends of the Library volunteer group provides additional important support for the library such as promoting the library's activities and providing for some of its needs. The group also educates the public about library issues, promotes goodwill, and raises much-needed funds to benefit the library and its patrons.

## Aquatics Center

Located near Perkinsville Road and Road 1 East, the Chino Valley Aquatic Center is a popular recreational facility that offers a range of amenities for visitors. Among its highlights are the community pool, which has a zero-depth pool entry and lap swim lanes, along with a waterslide. Additionally, there's a splash pad, gazebos, tables, and restrooms available on-site. The facility boasts ample parking and is accessible to people with disabilities in compliance with Americans with Disabilities Act (ADA) guidelines. The center offers a variety of programs and activities, including swim lessons, aqua-fit programs, and toddler and adult swim sessions.



## Community Center

The Chino Valley Community Center is situated near Perkinsville Road and Road 1 East and is adjacent to the Aquatic Center, the Community Center Park, and the offices of the Chino Valley Recreation Department. The community center offers two conference/meeting rooms.



## Senior Center

Situated close to Memory Park, the Chino Valley Senior Center caters to the needs of senior citizens through a range of activities, information, and referral services, and on-site meal provisions. The national Meals-On-Wheels program also operates out of this center. Additionally, the senior center provides a space for residents to socialize and gather. The building can be rented out for special events, with a seating capacity to accommodate up to 155 people.



# Future Public Facilities and Services

The Town of Chino Valley is committed to providing high-quality public facilities and services to meet the needs of its residents and visitors. As the town continues to grow and evolve, it is important to anticipate the future demand for public facilities and services and develop a plan to meet those needs. Placement of future public service and facility needs will be determined by factors such as population growth projections, existing and future demand for services, and financial resources to ensure that the town can provide sustainable and efficient services to its residents.

Figure 6.2 shows the location for potential future public facilities based on anticipated growth in the Old Home Manor Center, and can be used as a high-level roadmap for future investment in public facilities and services, including a govern and will ensure that the town can continue to provide excellent services to its community.

As the population of the town grows, it becomes increasingly necessary to establish a new consolidated governmental center that can accommodate the needs of the community and the town's staff. The future governmental center is proposed to be located within the Old Home Manor Activity Center. This governmental center could house multiple town departments and services under one roof, creating a convenient one-stop-shop facility for town residents and visitors. This would result in significant cost savings for the town, as building a single facility is much more cost-effective than constructing and operating several dispersed buildings. The center could also serve as a cultural hub for community activities and events.



## Cost of Development

Desirable communities not only adequately fund existing services, infrastructure and facilities but also effectively plan and finance new infrastructure and services to serve new development. Chino Valley utilizes many funding sources to support operations and could use other financing tools such as bonds, fees, special districts, grants, and development agreements to ensure that development pays for its fair share of new infrastructure and services.

Actions that are key to supporting established town infrastructure, services, and facilities and that brought by new development are the following:

- Identify the level of service standards for the community and the ability of existing facilities and services to maintain that level while supporting future development.
- Determine the financial impact to meet the level of service and maintenance standards.
- Evaluate the per capita costs and benefits to existing and future residents when development new financing sources for infrastructure and services.
- Identify the fair share of costs required for new development.

Developing, regularly updating, and continually managing asset inventories, infrastructure maintenance plans, and capital improvement plans is instrumental to understanding the costs of development. The Town has implemented or may implement the following mechanisms to assist in funding the cost of new development.

## Impact Fees

Impact fees are fees assessed on new development to offset the cost of new infrastructure and service delivery to the new development. Between 2002 and 2014 the Town collected and utilized impact fees to offset these costs. Due to the statutory changes to municipal impact fee programs in 2014 which put restrictive performance requirements on the collected fees, the Town of Chino Valley rescinded the impact fee program.





## Bonds

- **General Obligation Bonds** are typically used for funding large public facilities that have a town-wide benefit, such as a community park or open space, and this requires voter approval at a general election.
- **Revenue Bonds** can be issued for public utilities such as sewer and water mains, and recreational facilities such as swimming pools and ball fields, and this does not require voter approval.
- **Improvement Districts** are created through the agreement to be assessed for improvements by at least 50 percent of property owners where a special tax is levied to provide capital facilities specifically for that area.
- **Community Facility Districts** are usually best-suited for large specific developments where a special tax is established to fund capital improvements through assessments to property owners of the development.

## Taxes

- **Transaction Privilege Sales Tax** is a sales tax within a municipality's jurisdictional boundaries to fund public services and capital facilities. The rates vary throughout Arizona.
- **Franchise Tax** is a gross sales tax generated by sales from all public utility providers within a municipality's jurisdictional boundaries.
- **Industry Tax** is a tax assessed to a specific industry, such as a hotel bed tax.

## Fees

- **Permit Fees** are commonly imposed for public services such as planning and zoning fees, building permits, plan reviews, subdivision fees, and other uses and permits and programs.
- **User Fees** are typically one-time fees for the rental and use of a public facility, such as a pool, park, or event facility, paid for by those wishing to use them.

## Other Mechanisms

- **Dedications** are where a municipality may require a developer to dedicate and construct capital facilities, such as roads and water and sewer lines, as needed, to serve a particular development with the required approval of a requested zoning function or subdivision.
- **Development Agreements** are when a developer is required to enter into an agreement to provide for or to construct the capital facilities needed to serve a new development as a condition of development approval.
- **Exactions** are a promised payment or dedication for something directly related to the need created by the development, such as a dedication and construction of a half-street adjacent to a development, in return for the right to proceed with a project requiring approval by the Town.

## Revenues Available from the State

- **State-Shared Revenues** are where the State provides shares of the State sales tax collected to cities and towns based on the municipality's specific population as a percentage of the total State population.
- **Income Tax Revenues** are where the State distributes a percentage of the collected state income tax to municipalities based on the specific municipality's population as a percentage of the total state population. The cities and towns do not have the authority to assess the income tax.
- **Transportation Revenues**, including Highway User Revenue Funds (HURF), Local Transportation Assistance Funds (LTAF) from the State gas tax, State lottery, and vehicle license fees are provided by the State exclusively for street and highway funding.

## State and Federal Grants

A wide variety of state and federal grants exist today that can help a community fund capital facilities and projects, such as government buildings, police and fire stations, public swimming pools, sports fields, community parks, and water and sewer infrastructure. They can also assist in paying for portions of road and street improvements, gateways into communities, community way-finding signage and a plethora of other facilities and services offered by cities and towns.

**State of Arizona Granting Agencies** can help cities and towns fund their capital, infrastructure, internet, facilities and road and street projects. These agencies include

- Arizona Commerce Authority,
- Arizona Community Economic Development,
- Arizona Department of Transportation,
- Arizona State Broadband, and
- Arizona Tourism and Economic Development.

**Federal Granting Agencies** annually offer full-funding grants and matching grants to help cities and towns across the United States fund projects that alone are often too large to accomplish without financial assistance. These agencies include

- Economic Development Administration,
- Federal Aviation Administration,
- Federal Highway Administration,
- Federal Treasury,
- Housing and Urban Development, and
- United States Department of Agriculture.



# Goals and Policies

## Public Facilities

### Goal CSF-1

Ensure that quality public services and municipal facilities support and efficiently serve current and future growth in a viable and sustainable manner.

- Policy CSF-1.1** Create a Facilities Master Plan to anticipate and accommodate future population needs for public buildings and facilities providing service to residents and businesses.
- Policy CSF-1.2** Design and plan public buildings and facilities to have joint-use applications, whenever possible, to increase operational efficiencies and accessibility.
- Policy CSF-1.3** Design and construct attractive public buildings and facilities that reflect Chino Valley's rural community character and heritage.
- Policy CSF-1.4** Promote and participate in public-public and public-private partnerships for shared-use facilities and shared-infrastructure development.
- Policy CSF-1.5** Partner with public and private entities to support legislation for innovative financing tools to fund infrastructure improvements for economic and community development.
- Policy CSF-1.6** Pursue partnerships with public agencies and private interests to provide joint-use facilities for community gathering, recreational, and other public services.
- Policy CSF-1.7** Prioritize the pursuit of grant opportunities from government agencies, nonprofit organizations, and private foundations to supplement infrastructure improvements, economic development efforts, and other facility and capital improvements.

### Goal CSF-2

Ensure that new development pays its fair and proportionate share for public safety, parks, open space, streets, and utilities.

- Policy CSF-2.1** Study and update user fees for town-provided services to maintain and enhance quality service delivery.
- Policy CSF-2.2** Ensure that infrastructure extensions and expanded public services needed to support new development are mutually beneficial for the Town and the developer.
- Policy CSF-2.3** Evaluate and update development standards to align required dedications and exactions with municipal facility, infrastructure, park, and transportation plans.

## Public Services

### Goal CSF-3

Ensure that improvement districts assist in paying for specific projects and improvements such as streets, sidewalks and pathways, multi-use trails, and community beautification.

**Policy CSF-3.1** Explore and assess the use of special taxing districts, such as community facility districts and improvement districts, to provide necessary infrastructure funding and maintenance.

### Goal CSF-4

Ensure that infrastructure enhancements and extensions are strategically planned, funded, and constructed to provide the greatest community benefit.

**Policy CSF-4.1** Develop and regularly update water, sewer, and stormwater Master Plans.

**Policy CSF-4.2** Prioritize public facility infrastructure improvements and public service extensions in existing developed areas and where sustainable funding is available for maintenance and operations of the new service or facility.

**Policy CSF-4.3** Promote public and private infrastructure expansion that is timely and financially sound.

**Policy CSF-4.4** Coordinate the CIP and infrastructure improvements with economic and community development to incentivize desired development in appropriate locations.

**Policy CSF-4.5** Require new development to not exceed the capacity of existing infrastructure and develop the infrastructure necessary to meet the town's level of service requirements.

### Goal CSF-5

Ensure that infrastructure costs are planned and secured for both construction and continued maintenance in a sustainable manner.

**Policy CSF-5.1** Ensure that sufficient funds are secured in the annual operating budget process, to fund regular operations and maintenance of infrastructure and public services.

**Policy CSF-5.2** Update and implement the Town's 5-year Capital Improvement Program annually.

**Policy CSF-5.3** Create and maintain a community asset inventory to guide maintenance and replacement schedules.

**Policy CSF-5.4** Require new growth and development to construct and dedicate public street and utility infrastructure to serve the development.

**Policy CSF-5.5** Explore and assess the use of development agreements that support cost-sharing and fiscally responsible infrastructure investments.

**Policy CSF-5.6** Continuously examine new funding sources to support strategic infrastructure investments.



## Water/Wastewater

### Goal CSF-6

Strategically plan public utility infrastructure for water and wastewater to support growth and development in Chino Valley.

- Policy CSF-6.1** Develop an integrated utility master plan to identify near-, mid-, and long-term related capital improvements for water and wastewater infrastructure and facilities to support the future population contemplated by this General Plan.
- Policy CSF-6.2** Prioritize future water and wastewater infrastructure and facility improvements annually through the Capital Improvement Program.
- Policy CSF-6.3** Extend the sewer line down the Highway 89 commercial corridor.

## Resiliency

### Goal CSF-7

Enhance Town resiliency by seeking redundant sources power to support stable regional and community-serving utility systems and minimize service disruptions.

- Policy CSF-7.1** Evaluate best-practice community-scale solar energy policies to determine if similar policies could benefit the Town of Chino Valley.
- Policy CSF-7.2** Require any solar energy generation facilities be developed in a manner that does not impact wildlife movement.
- Policy CSF-7.3** Establish a committee to develop guidelines and regulations for solar energy facilities to include performance standards, minimum distances from existing uses or other land use categories, minimum or maximum lot size, taxation, visual impact mitigation and buffering requirements, and wildlife migration.
- Policy CSF-7.4** Require any new community or regional scale solar energy development proposal to include a reclamation plan that describes how the land will be positioned for redevelopment or restored to its original state.
- Policy CSF-7.5** Evaluate microgrid solar energy generation facilities within the Ranch Agricultural (RA) land use category, and as allowed by the zoning of the property, that will provide community-scale power directly to properties within Chino Valley.
- Policy CSF-7.6** Review utility tax, fees, licenses, or other revenue mechanisms that may be applicable to solar and other power generation facilities.

### Goal CSF-8

Enhance Town resiliency by seeking redundant sources of water to support stable regional and community-serving systems and minimize service disruptions.

- Policy CSF-8.1** Assess the need for and explore funding options for additional Town water storage tanks to improve system resilience.
- Policy CSF-8.2** Engage with private community service water operators within Chino Valley and pursue funding sources and grants to purchase private community water systems to integrate them into the Town's water service portfolio.
- Policy CSF-8.3** Identify partners such as federal agencies or investors to fund new water infrastructure.
- Policy CSF-8.4** Actively coordinate with the Prescott Active Management Area Groundwater Users Advisory Council to partner with surrounding jurisdictions, conserve water, and improve the condition of groundwater resources.
- Policy CSF-8.5** Require new development to be responsible for the installation of any infrastructure extensions, beyond what the Town is required to cover, that is necessary to connect to existing Town water lines and any other infrastructure required to support the delivery of adequate water supply to the proposed development.
- Policy CSF-8.6** Pursue the acquisition of additional renewable water resources such as groundwater recharge and reclaimed water programs, as appropriate.
- Policy CSF-8.7** Pursue Town designation as an assured community water provider.
- Policy CSF-8.8** Require all new subdivisions of six or more lots to provide 100-year assured water supply as per A.R.S. 45-576.
- Policy CSF-8.9** Explore alternative sources of water for potable- and non-potable uses, including reclaimed water, effluent, stormwater, and rainwater.
- Policy CSF-8.10** Explore and implement best practice approaches to the efficient and sustainable management of reclaimed water and ensure the highest and best use of this resource.





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# 7

## Economic Development Element







The Economic Development Element outlines the strategies and objectives that will guide the Chino Valley's economic development efforts over the coming years. The town aims to create a thriving business community, attract new businesses and investments, and create job opportunities for residents. This element provides a framework for achieving these efforts in a sustainable and equitable manner, considering the town's unique characteristics, resources, and needs.

# Economic Indicators

## Population Growth

Population growth is an important indicator of economic growth, and the correlation between the two is strong. However, Chino Valley faces challenges to its future economic growth due to changes in its age distribution. The region has become increasingly popular among retirees over the past few decades, and this trend is likely to continue as the end of the baby boomer generation enters retirement.

Chino Valley's population increased by 19 percent to just over 13,000 residents between 2010 and 2020, surpassing the growth rates of Yavapai County, the Phoenix metropolitan area, and the state. However, the most significant demographic shift has been the substantial reduction in the 55-and-younger age group, which may pose future economic challenges. Since 2011, this group has grown by a mere 0.3 percent as a percentage of the town's population. In contrast, the 55-and-older age group has increased by over 50 percent, and now accounts for almost 48 percent of the town's population, up from 38 percent in 2011.

An aging population can bring economic benefits to the region, such as increased demand for healthcare, retail services, and dining. However, an aging economy can also present challenges to sustained economic growth, particularly in terms of workforce development. If the working-age population continues to decline as a percentage of the overall population, the town may need to recruit its workforce from external sources, as internal replacements become increasingly limited.

## Trade Area Growth

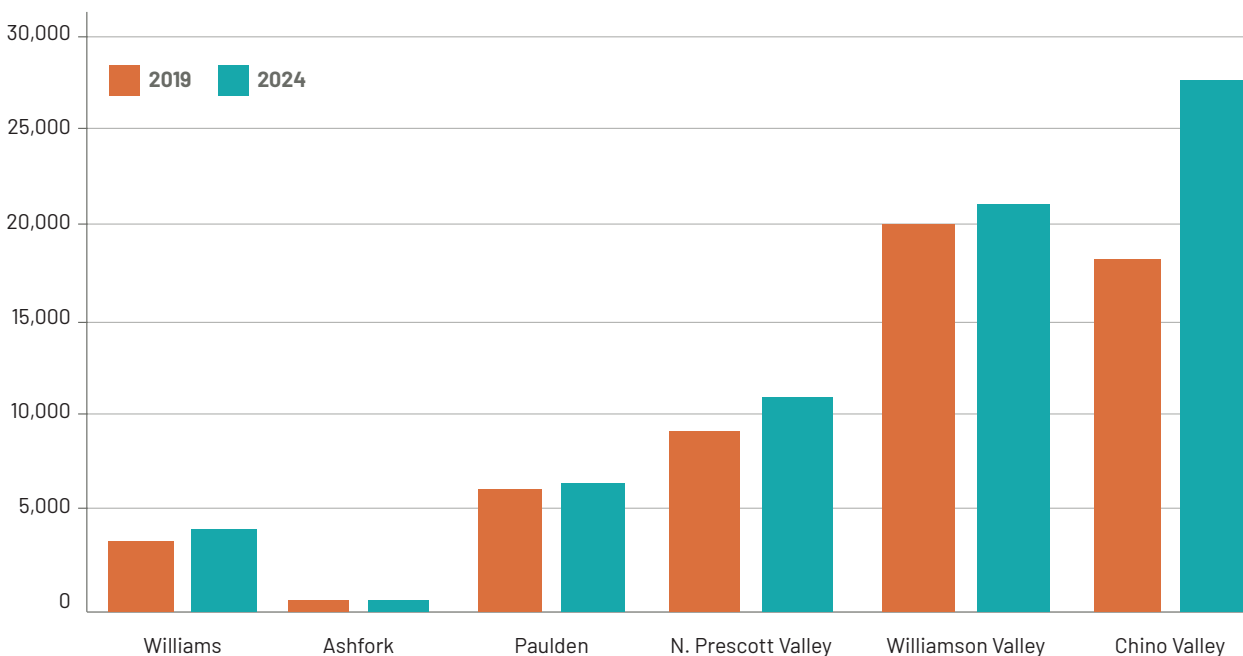
Chino Valley's population has experienced significant growth in the past decade, as has its broader trade area. The town's trade area extends beyond its municipal boundaries, as commercial establishments tend to concentrate within town limits to capitalize on the advantages of density, thereby attracting customers from surrounding unincorporated regions.

A trade area is the geographic region where consumers who frequent Chino Valley's retail and dining options reside.



Figure 7.1 illustrates the population growth of each trade sub-area within the greater Chino Valley Trade Area, which includes Williamson Valley, northern Prescott Valley, Paulden, Ashfork, and as far north as Williams. The population growth is for the specific sub areas of the total Chino Valley Trade Area, and are not reflective of the actual community population, as there is some variation in the geography of the sub areas and the municipal or community boundaries. As of 2019, the Chino Valley trade area comprises just over 57,000 people and is projected to increase to more than 70,000 by 2024.

**Figure 7.1 Chino Valley Trade Area Population Growth, 2019 - 2024**



Source: Town of Chino Valley 5-Year Economic Development Strategic Plan, 2020-2025

## Leading Industries

Understanding Yavapai County's employment patterns is crucial for identifying the region's economic drivers and potential growth opportunities. Although the following employment statistics are for the county, they offer insights into the regional economy, including Chino Valley, and potential areas for economic development in the town. Table 7-1 identifies leading industries in Yavapai County, as the information was not available specific to Chino Valley. The top five industries are retail trade and accommodations & food services (commonly known as the tourism industry), healthcare and social assistance (largely driven by the aging population), construction (a key indicator of economic development), and manufacturing (export-oriented, which brings new dollars into the region, like tourism, but generally offers higher wages).

## Location Quotients

Wages and employment concentration, known as location quotients (LQ), are also essential economic variables to track. An industry with an LQ greater than 1, regardless of employment or wages, indicates that the industry is more concentrated in Yavapai County than at the national level.

Location quotients (LQ) are important when identifying regional industries that are performing better locally than nationally. An LQ greater than 1.2 generally indicates a regional industrial specialization.

Of the top five industries, retail, accommodations, and food services, and construction all have LQs indicating industrial specialization and thus offer higher wages to attract the necessary workforce. With unemployment in the county at just under 3 percent, these industries are compelled to pay higher wages due to their regional demand and limited availability of the workforce. Additionally, other industries that are performing better than the national average include other services, educational services, and real estate and rental and leasing, which all offer wages above the national average.

A skilled and educated workforce is a crucial component of any successful economic development initiative. Without a high-quality workforce, businesses may struggle to grow, and attempting to attract new firms without the necessary workforce is likely to be unsuccessful. Therefore, identifying the industries that the town aims to attract is crucial to developing the required workforce.





**Table 7-1 Employment by Industry, Second Quarter 2022, Yavapai County**

| North American Industry Classification System (NAICS) Sub-Sector                                    | Quarterly Establishments | June Employment | Average Weekly Wage | June Employment LQ | Total Quarterly Wages LQ |
|-----------------------------------------------------------------------------------------------------|--------------------------|-----------------|---------------------|--------------------|--------------------------|
| <b>Retail trade</b><br>(NAICS 44-45)                                                                | 703                      | 9,692           | \$683               | 1.46               | 1.83                     |
| <b>Accommodation &amp; food services</b><br>(NAICS 72)                                              | 562                      | 9,620           | \$560               | 1.63               | 2.49                     |
| <b>Health care &amp; social assistance</b><br>(NAICS 62)                                            | 726                      | 7,615           | \$899               | 0.88               | 0.95                     |
| <b>Construction</b><br>(NAICS 23)                                                                   | 877                      | 5,693           | \$1,015             | 1.69               | 1.76                     |
| <b>Manufacturing</b><br>(NAICS 31-33)                                                               | 229                      | 3,951           | \$1,120             | 0.72               | 0.76                     |
| <b>Administrative &amp; support &amp; waste management &amp; remediation services</b><br>(NAICS 56) | 371                      | 3,224           | \$831               | 0.79               | 0.88                     |
| <b>Professional, scientific, &amp; technical services</b><br>(NAICS 54)                             | 760                      | 2,202           | \$1,143             | 0.49               | 0.37                     |
| <b>Other services (except public administration)</b><br>(NAICS 81)                                  | 445                      | 2,015           | \$758               | 1.06               | 1.20                     |
| <b>Educational services</b><br>(NAICS 61)                                                           | 98                       | 1,807           | \$861               | 1.47               | 1.66                     |
| <b>Wholesale trade</b><br>(NAICS 42)                                                                | 247                      | 1,758           | \$1,171             | 0.69               | 0.64                     |
| <b>Real estate &amp; rental &amp; leasing</b><br>(NAICS 53)                                         | 509                      | 1,262           | \$954               | 1.25               | 1.26                     |
| <b>Transportation &amp; warehousing</b><br>(NAICS 48-49)                                            | 140                      | 1,174           | \$931               | 0.43               | 0.49                     |
| <b>Finance &amp; insurance</b><br>(NAICS 52)                                                        | 325                      | 1,131           | \$1,450             | 0.42               | 0.39                     |
| <b>Arts, entertainment, &amp; recreation</b><br>(NAICS 71)                                          | 121                      | 934             | \$474               | 0.85               | 0.67                     |
| <b>Information</b><br>(NAICS 51)                                                                    | 99                       | 459             | \$1,099             | 0.35               | 0.20                     |
| <b>Management of companies &amp; enterprises</b><br>(NAICS 55)                                      | 91                       | 315             | \$1,329             | 0.29               | 0.20                     |
| <b>Utilities</b><br>(NAICS 22)                                                                      | 29                       | 197             | \$1,046             | 0.83               | 0.54                     |

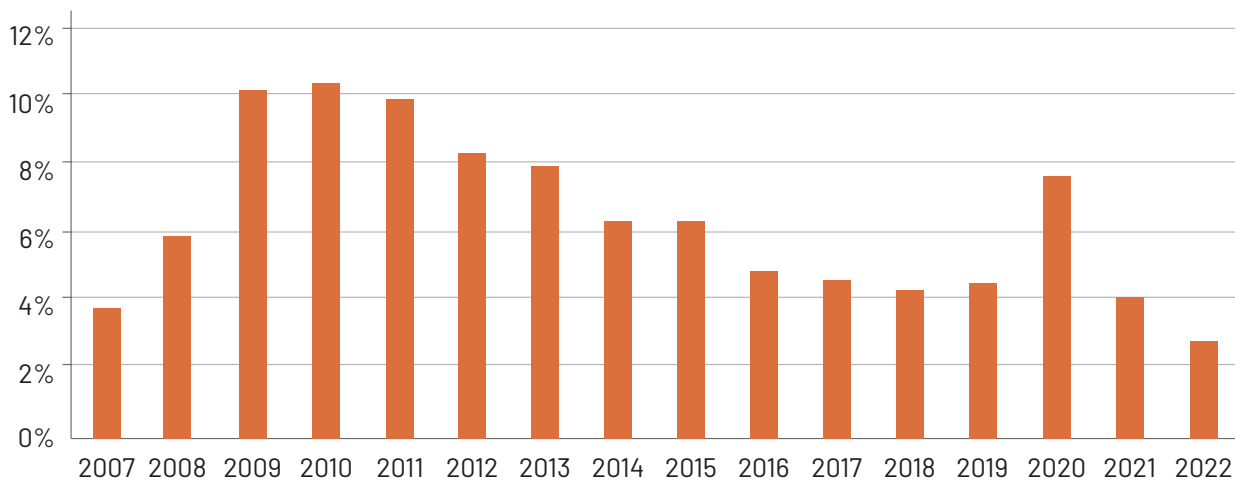
**Source:** Bureau of Labor Statistics, Quarterly Census of Employment and Wages

**Note:** Industries are ranked by June employment levels

## Unemployment Rate

Unemployment rates play a role in the economic health of communities. Unemployment rates were not available specific to Chino Valley, but a review of Yavapai County's unemployment provides insights into the region. Figure 7.2 shows Yavapai County's unemployment rate since 2007. Prior to the Great Recession in 2008, the county maintained an unemployment rate of less than 4 percent, but it peaked in 2010 at just over 10 percent. Throughout the recovery, the county's rate improved to around 4 percent in 2018. The COVID-19 pandemic caused temporary disruptions and a slight increase in the region's unemployment rate, but since the county's reopening, it has reached its lowest labor market level since 2007, with a rate of 2.7 percent as of December 2022 – a positive sign of economic improvement.

**Figure 7.2** Unemployment Rate, Yavapai County, 2007 – 2022 (December)



Source: Bureau of Labor Statistics. Accessed February 15, 2023



## Median Income

The town's median income is significantly lower than both the county and national levels. One possible reason for this is the disproportionate impact of the town's retiree population, who generally have lower income levels but higher levels of disposable income. With nearly 45 percent of Chino Valley's population over the age of 65, this cohort earns approximately 30 percent less than their national counterparts and 28 percent less than their Yavapai County counterparts. Across the entire community, Chino Valley's residents earn 47 percent less than their national peers and 20 percent less than other residents of Yavapai County. A comparison of Chino Valley's median income to that of Yavapai County and the nation is provided in Table 7-2.

**Table 7-2 Median Income by Age Cohort, 2021**

| Cohort         | Chino Valley  |                  | Yavapai County, AZ |                  | Nation        |                  |
|----------------|---------------|------------------|--------------------|------------------|---------------|------------------|
|                | Median Income | Percent of Total | Median Income      | Percent of Total | Median Income | Percent of Total |
| 25 to 44 years | \$62,338      | 17%              | \$65,085           | 18%              | \$76,311      | 33%              |
| 45 to 64 years | \$55,271      | 38%              | \$62,414           | 34%              | \$83,172      | 38%              |
| 65+ years      | \$38,837      | 44%              | \$49,534           | 46%              | \$50,523      | 26%              |
| Community-wide | \$46,893      | 100%             | \$56,170           | 100%             | \$69,021      | 100%             |

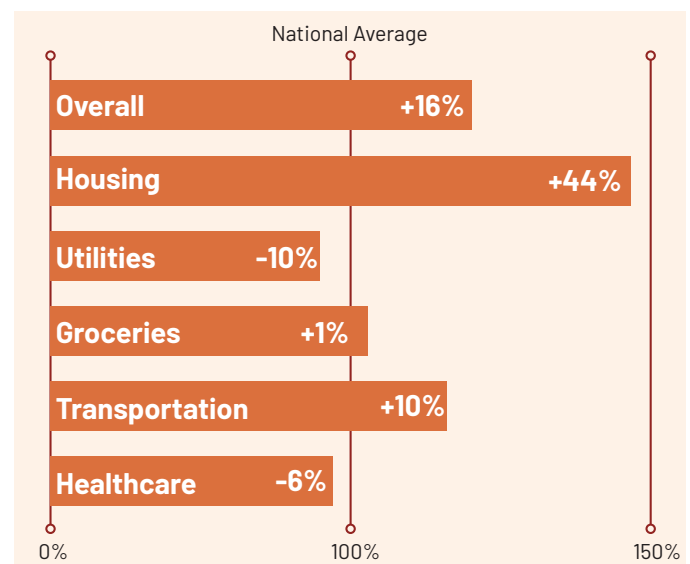
**Source:** US Census Bureau, S1903 Median Income in the Past 12 Months (2021 Dollars) 5-year estimates. Date accessed February 21, 2023

**Note:** The Age Cohort 15 to 24 years is not included in this table due to the low percentage of total distribution (1%) and high margin of error that indicated an unusually high median income level for that Age Cohort.

## Cost of Living

A community's cost of living can impact quality of life and housing options for residents, particularly those living on a fixed or limited income. The site [payscale.com](https://www.payscale.com/cost-of-living-calculator/Arizona-Chino-Valley) estimates that Chino Valley's cost of living is 16 percent higher than the national average, primarily driven by 10 percent above. Although housing and transportation costs continue to pose challenges, Chino Valley provides excellent value to its residents on fixed incomes.

### Chino Valley Cost of Living Index



**Source:** Payscale.com. <https://www.payscale.com/cost-of-living-calculator/Arizona-Chino-Valley>, Accessed March 5, 2023

## Economic Opportunities

### Old Home Manor

The Town of Chino Valley rezoned 200 acres at Old Home Manor to business park zoning in 2019 to expand the town's employment base and promote economic vitality and sustainability. Old Home Manor is an especially valuable asset for the community as the Town owns the property. The business park model aligns with the community's economic development vision and goals, and it aims to primarily support small- to large-scale light industrial, office, and public uses. While a business park is currently zoned and remains an option, significant planning work is necessary before its development. Additionally, to attract developers, the town must ensure that the project is feasible and driven by market conditions. Other viable alternatives include recreation, government center, and horizontal multi-use developments.



### Tourism Industry

While tourism is already an economic driver throughout the region, Chino Valley is committed to growing this sector and capturing tourism spending that currently leaks out of the region. However, as the town aims to maintain its western culture, it is vital to determine which type of tourism to pursue. With only a few hotels in the town, it is also essential to ensure that Chino Valley can accommodate tourists to retain visitor spending and boost the tax base. The addition of new hotels and increased visitor foot traffic will also create demand for new restaurant and retail



offerings, without compromising the town's western culture. In fact, a thriving tourism industry can preserve Chino Valley's culture by promoting and leveraging its western history and heritage, making it a sought-after destination. Sales tax is a primary income source for the Town, so increased tourism activity will greatly benefit the Town's ability to provide better services for the residents and visitors alike.

To support the growth of the tourism sector and enhance the town's quality of life, Chino Valley aims to create a dynamic community by expanding public and commercial outdoor recreational activities. A region with a wide range of recreational opportunities can attract like-minded visitors, increasing the number of days they stay in the region and creating opportunities for higher retail and food & beverage sales within the town. In addition, by promoting and investing in beautification activities along SR 89 and at community spaces, the Town can create a sense of place that distinguishes Chino Valley from other similar towns throughout the Southwest.



# SWOT Analysis

To help guide the policies outlined in this chapter, a Strength, Weaknesses, Opportunities, and Threats (SWOT) analysis is provided in Table 7-3. Like all regions, Chino Valley has numerous assets at its disposal, but it also faces challenges that must be addressed to ensure that the town grows consistent with its values.

**Table 7-3 SWOT Analysis**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Strengths                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Weaknesses                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Opportunities                                                                                                                                                                                                                                                                                                                                                     | Threats                                                                                                                                                                                                                                                                                                                                                                               |
| <p>Town-owned land (880 acres)</p> <p>"First in" opportunity for a larger employer</p> <p>Chino Valley Agribusiness &amp; Science Technology Center located nearby</p> <p>Outdoor recreation</p> <p>Scenic location</p> <p>Dark skies</p> <p>Mild climate</p> <p>Rural atmosphere</p> <p>Safe and family-oriented</p> <p>Strategic location - proximity to major interstates (I-40 and I-17) and the middle of the state</p> <p>BNSF railroad located in Paulden at the Drake plant - transloading and national transport</p> <p>Flat/gentle sloping topography</p> <p>Potential workforce - CTEC Campus, Yavapai College, Prescott College, Embry Riddle and NAU all within 1.5 hours</p> <p>Quad-Cities collaboration</p> <p>Future commercial corridor growth areas</p> <p>Prescott Regional Airport</p> | <p>Poor roads, lack of infrastructure</p> <p>Attainable housing</p> <p>Lack of trained workforce</p> <p>Disparate broadband availability</p> <p>Community opinions are split on growth and no-growth</p> <p>Competition from surrounding communities for workforce and jobs</p> <p>Poor road conditions to the business park</p> <p>Highway 89 speed limit and driveways and their control by ADOT</p> <p>Water availability and limited Town water infrastructure</p> | <p>"First in" for a developer</p> <p>Migration of California companies</p> <p>Tourism</p> <p>Business park - attraction</p> <p>Light manufacturing/distribution</p> <p>Outdoor recreation component at Old Home Manor for tourism to make business park more attractive</p> <p>Unrealized economic opportunities</p> <p>Proximity to BNSF Railroad in Paulden</p> | <p>Affordability gap between wages paid and safe, attainable housing</p> <p>Disconnect with respect to understanding how the business park will develop</p> <p>Poor road conditions</p> <p>Parks are not adequately located to serve all residents in a walkable distance</p> <p>Current construction costs are prohibitive to development</p> <p>No gas line expansions expected</p> |

# Goals and Policies

## Business Development

### Goal ED-1

Ensure that the Town's Business Retention, Expansion and Attraction Programs provide new business opportunities.

- Policy ED-1.1** Establish a formal Business Retention and Expansion (BRE) Program wherein the town's economic development staff regularly engage local businesses and the community to promote shopping locally.
- Policy ED-1.2** Develop and implement a formal questionnaire to use during BRE engagements to track local business performance, as well as the effectiveness of the town's BRE program.
- Policy ED-1.3** Focus the majority of business attraction efforts on industries that complement the values and lifestyle of residents, as well as demonstrate regional market demand. These industries include, but may not be limited to, tourism, retail, outdoor recreation, office, food and entertainment, healthcare, light manufacturing, and logistics.

### Goal ED-2

Ensure that development at Old Home Manor supports the town's economy and vision.

- Policy ED-2.1** Develop an Old Home Manor Master Plan that identifies appropriate land uses and locations.
- Policy ED-2.2** Utilize the findings and recommendations of the Old Home Manor Master Plan to market and advertise site(s) to the appropriate developers and/or site selectors.
- Policy ED-2.3** Issue a request for proposal to the regional development community to solicit private sector ideas that can help develop interest from local developers and inform the Town of how the private sector views development possibilities.
- Policy ED-2.4** Ensure that new development at Old Home Manor provides a mix of commercial, business, residential, municipal, and recreational uses to support the town's needs.

### Goal ED-3

Foster an entrepreneurial culture.

- Policy ED-3.1** Pursue incubators, co-ops, pop-ups, farmers markets and partnerships to promote local entrepreneurship.





### Goal ED-4

Promote a strong community-driven identity based on the town's culture.

- Policy ED-4.1** Develop a comprehensive, themed way-finding sign program to direct residents and tourists to retail facilities, recreation areas, attractions, and other destinations.
- Policy ED-4.2** Seek opportunities to enhance and expand the town's branding throughout the community, including way-finding signage, gateways and other aspects of urban design.

## Redevelopment

### Goal ED-5

Ensure that underutilized or unused town facilities and properties are marketed for economic development.

- Policy ED-5.1** Develop business incubators, workforce training facilities, and other public-private partnership opportunities on town properties.

### Goal ED-6

Enhance the Highway 89 Corridor.

- Policy ED-6.1** Develop retail marketing materials outlining the value and benefits the town and region provide to prospective tenants. Develop these materials in consultation with the town's retail consultant to ensure an attractive value proposition.
- Policy ED-6.2** Develop and keep up-to-date a web-based commercial real estate database for all vacant properties located within the town boundaries. Market the database in conjunction with the retail marketing materials to provide prospective tenants with real-time information on availability and rents.
- Policy ED-6.3** Improve aesthetics along major roadways by enhancing streetscapes, public spaces and building architecture.

## Tourism

### Goal ED-7

Promote long-term financial stability by growing the tourism industry throughout the region.

- Policy ED-7.1** Conduct a visitor-profile survey to better understand the type of tourists visiting the region, including the collection of demographic information from the town's visitors that will assist the town in developing a targeted marketing campaign.
- Policy ED-7.2** Track tourism visitor data, such as hotel stays, average daily rates, revenue per room and vacancies, to help support and promote the need for additional lodging as the tourism sector grows.
- Policy ED-7.3** Promote and support tourism-focused development, including agricultural and equestrian tourism — such as Chino Valley Equestrian Park at Old Home Manor — accommodations, and the expansion of businesses providing goods and services to visitors to attract larger regional events.

### Goal ED-8

Create a vibrant community to support both tourism and the town's quality of life.

- Policy ED-8.1** Improve streetscapes and invest in other beautification projects to develop a sense of place for visitors and to provide a unique visitor experience for different areas.
- Policy ED-8.2** Develop a plan to attract services that are limited or don't exist in town.
- Policy ED-8.3** Identify areas of town with limited restaurant or dining options and focus on attracting new dining opportunities. This should also coincide with new growth areas to provide a balance of options for residents and visitors.







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A large, stylized letter 'S' in a dark teal color, centered within a white circle. The circle has a thin green border and is set against a teal background that occupies the top-left portion of the page.

S

# Implementation and Administration

A photograph of a two-story building with a sign that reads 'Agribusiness Technology'. The building has a mix of white siding and brown brickwork. In the foreground, there is a large, spiky green plant and some dry brush. The sign is mounted on a metal pole. The left side of the image is overlaid with a teal gradient.

Agribusiness Technology



Implementation and administration of the General Plan is authorized in accordance Arizona Revised Statute. The roles and responsibilities of the Development Services Department, Planning and Zoning Commission, and Town Council are noted in those statutes and within the Town of Chino Valley Unified Development Ordinance (UDO). Administration of the General Plan is focused on the nuts and bolts of update and maintenance - when and how to make revisions, the level of public participation, and the timing of the updates. Implementation of the plan is focused on how to meet the goals and accomplish the policies identified within each element. Implementation is only possible if there are available resources. These include funding, staff, and public as well as municipal support.

This final chapter of the General Plan reviews the authorized implementation and administration methods found in the state statutes as well as methods adopted by the Town of Chino Valley.

## Implementation Plan

The Implementation Plan includes actions to achieve the goals and policies of the General Plan. This set of actions will be carried out over the next 20 years to help the Town accomplish the vision, goals, and policies adopted in the **Make it Chino! 2040 General Plan**. The actions should be addressed within specific timeframes to facilitate the continued advancement of the plan's goals and policies. Many mid- and long-term actions are dependent on the completion of short-term actions.

### General Plan Conformance

**State Law requires that all zoning and rezoning actions shall be consistent with and conform to the adopted General Plan and the respective future land use categories. The Zoning Conformity Matrix (Table 3-3) identifies which zoning districts conform with the specific land use designations of the General Plan. It's important to note that while the General Plan guides land use decision making, the General Plan is not a regulatory document. The zoning ordinance is the regulatory authority for use, density, intensity, and other development characteristics.**

### Responsible Parties

Several different bodies are responsible for the implementation of the General Plan.

**Planning Agency** – The Department of Development Services is designated as the town's Planning Agency. As such, the Department is responsible for developing and maintaining the General Plan, promoting public interest and understanding of the plan, developing specific plans, reviewing the capital improvement program for conformance with the General Plan, and providing other planning functions. Additionally, the Department is responsible for reviewing and determining conformance for municipal property acquisition and disposition and producing an annual report on the implementation status of the Plan and progress in its application.

**Planning and Zoning Commission** – The Planning and Zoning Commission plays a significant role in developing and maintaining the General Plan and through the review and recommendation of development requests and capital improvement programs. The duties of the Commission are identified in state law and occur in a number of ways:

- Through the development and amendment of the General Plan, the citizen-driven Planning and Zoning Commission assures that the plan developed will provide for sustainable development and meets the long as well as short-term needs of the community. The Commission is involved in workgroups focused on specific items of the plan and through the public hearing process develops a formal recommendation to the Town Council on the General Plan.
- Prior to adoption by Town Council, all rezoning and subdivision proposals, are referred to the Planning and Zoning Commission for public hearings and formal recommendations to the Town Council. The commission reviews these requests for consistency with the goals, objectives, and policies of the General Plan.

The Commission holds public hearings and makes recommendations to changes in the General Plan future land uses, goals, and policies. The Commission is also responsible for study, review and, recommendation on changes to the subdivision regulations, UDO, sign code, and other similar local laws governing the development of land in Chino Valley.

**Town Council** – The Town Council is the primary authority for the implementation of the General Plan. Through annual budget adoption, adoption of policy and strategies, approval of land use actions, and the review and adoption of the Capital Improvement Program, the Town Council sets the course for and is directly involved in the development of the town. The Capital Improvement Plan is a multi-year forecast of planned capital expenditures including streets, sidewalks, trails, bike paths, new parks and town facilities, and one-time funds for the development of plans and programs.

In accordance with state law, the Town Council has the authority to set up a Planning Commission and a Planning Agency, both of which are instrumental in the ongoing administration and execution of the General Plan. These two bodies have indeed been established by the Town Council, thereby ensuring a systematic approach to town development and planning.

**Citizens** – The citizens of Chino Valley participate in the implementation of the General Plan in a number of ways: workgroup participation, as commission and board members, participating in commerce, industry and construction of the built environment, and through voter ratification of the General Plan.

## Implementation Action Timeframes



### Short-term

Actions should be completed within 1-4 years of plan ratification.



### Mid-term

Actions should be completed within 5-10 years of plan ratification.



### Long-term

Actions should be completed more than 10 years after plan ratification.



### Ongoing

Actions should occur on a continuous basis once implemented.



**Table 8-1 Implementation Plan**

| Land Use Element |                                                                                                                                                                                     |                                                                                                                                                     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LU.1</b>      | Evaluate and regularly update the Unified Development Ordinance to eliminate unnecessary regulations, streamline process, and conform with new laws and case law.                   | <b>Relevant Goals</b><br>LU-1<br>LU-6<br><br><b>Ongoing</b>      |
| <b>LU.2</b>      | Amend the official zoning map and related ordinances for consistency with the Future Land Use Map.                                                                                  | <b>Relevant Goals</b><br>LU-1<br><br><b>Short-term</b>           |
| <b>LU.3</b>      | Update development processes to require Development Agreement language as well as density targets for applicable projects.                                                          | <b>Relevant Goals</b><br>LU-2<br>LU-4<br><br><b>Short-term</b>   |
| <b>LU.4</b>      | Develop design guidelines that describe clear desirable visual styles and themes consistent with the community's character.                                                         | <b>Relevant Goals</b><br>LU-1<br>LU-6<br><br><b>Short-term</b> |
| <b>LU.5</b>      | Develop standards for buffers and transitions between dissimilar uses, building heights and siting, and site elements, including loading areas, lighting, parking, and landscaping. | <b>Relevant Goals</b><br>LU-3<br>LU-6<br><br><b>Short-term</b> |
| <b>LU.6</b>      | Establish and adopt area plans for multi-use Centers along SR-89 ensuring development and land uses consistent with the Future Land Use Map designations.                           | <b>Relevant Goals</b><br>LU-7<br>LU-8<br><br><b>Short-term</b> |

**Note:** The order of implementation actions is based on timeframe and not priority.

**Table 8-1**    **Implementation Plan** (*continued*)

| <b>Land Use Element</b> ( <i>continued</i> ) |                                                                                                                                                                    |                                                                                                                                                     |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LU.7</b>                                  | Establish an ad-hoc manufactured home advisory committee to review and recommend design, placement, and development policies and standards for manufactured homes. | <b>Relevant Goals</b><br>LU-6<br><br><b>Short-term</b>           |
| <b>LU.8</b>                                  | Create an area plan that will guide the development of Old Home Manor, ensuring its ultimate service to the community.                                             | <b>Relevant Goals</b><br>LU-9<br><br><b>Short-term</b>           |
| <b>LU.9</b>                                  | Develop an area plan to define the specific land uses, character, and goals of the Uptown Center.                                                                  | <b>Relevant Goals</b><br>LU-9<br><br><b>Short-term</b>           |
| <b>LU.10</b>                                 | Develop an area plan to define the specific land uses, character, and goals of the Historic Center.                                                                | <b>Relevant Goals</b><br>LU-9<br><br><b>Short-term</b>         |
| <b>LU.11</b>                                 | Evaluate Unified Development Ordinance for aggregate mining operations and protections to confirm they are consistent with Arizona Geological Survey maps.         | <b>Relevant Goals</b><br>LU-14<br><br><b>Short-term</b>        |
| <b>LU.12</b>                                 | Evaluate and regularly update the Unified Development Ordinance to eliminate unnecessary regulations, streamline process, and conform with new laws and case law.  | <b>Relevant Goals</b><br>LU-1<br>LU-6<br><br><b>Short-term</b> |

**Note:** The order of implementation actions is based on timeframe and not priority.



**Table 8-1 Implementation Plan** *(continued)*

| Land Use Element <i>(continued)</i> |                                                                                                                                                                                                                                                               |                                                                                                                                                           |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LU.13</b>                        | Develop design concepts to match the unique character of each individual Horizontal Multi-Use center that define characteristics such as site elements, architectural design, and colors to celebrate Chino Valley's history or intended theme of the center. | <b>Relevant Goals</b><br>LU-7<br>LU-8<br>LU-9<br><br><b>Short-term</b> |
| <b>LU.14</b>                        | Develop an area plan to define the specific land uses, character, and goals of the South Gateway Center.                                                                                                                                                      | <b>Relevant Goals</b><br>LU-9<br><br><b>Mid-term</b>                   |
| <b>LU.15</b>                        | Adopt land use balance guidelines for the community to ensure a flexible and compatible mix of uses.                                                                                                                                                          | <b>Relevant Goals</b><br>LU-7<br>LU-8<br><br><b>Mid-term</b>         |
| <b>LU.16</b>                        | Take steps to formally recognize and protect historically significant sites.                                                                                                                                                                                  | <b>Relevant Goals</b><br>LU-11<br><br><b>Mid-term</b>                |
| <b>LU.17</b>                        | Develop an area plan to define the specific land uses, character, and goals of the North Gateway Center.                                                                                                                                                      | <b>Relevant Goals</b><br>LU-9<br><br><b>Long-term</b>                |
| <b>LU.18</b>                        | Develop an area plan to define the specific land uses, character, and goals of the Peavine Center.                                                                                                                                                            | <b>Relevant Goals</b><br>LU-9<br><br><b>Long-term</b>                |

**Note:** The order of implementation actions is based on timeframe and not priority.

**Table 8-1** Implementation Plan (*continued*)

| Circulation Element |                                                                                                                                                       |                                                                                                                                            |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.1</b>          | Partner with adjacent communities and the county to share capital equipment, align materials purchases, and construction projects to reduce costs.    | Relevant Goals<br>C-5<br><br><b>Ongoing</b>             |
| <b>C.2</b>          | Develop, adopt and implement the Transportation Master Plan with input from all Town departments.                                                     | Relevant Goals<br>C-1<br><br><b>Short-term</b>          |
| <b>C.3</b>          | Establish roadway design standards aligned with the character of the community and to safely accommodate forecasted traffic volumes and types.        | Relevant Goals<br>C-1<br><br><b>Short-term</b>          |
| <b>C.4</b>          | Conduct a comprehensive street infrastructure inventory and assess for condition, safety, performance, and liability                                  | Relevant Goals<br>C-4<br>C-5<br><br><b>Short-term</b> |
| <b>C.5</b>          | Actively pursue grants and alternative revenue sources to fund improved pedestrian and bicycle circulation.                                           | Relevant Goals<br>C-3<br>C-4<br><br><b>Short-term</b> |
| <b>C.6</b>          | Partner closely with ADOT to align future roadway improvements with the Transportation Master Plan and the rural community character of Chino Valley. | Relevant Goals<br>C-3<br>C-4<br><br><b>Short-term</b> |

**Note:** The order of implementation actions is based on timeframe and not priority.



**Table 8-1 Implementation Plan** *(continued)*

| Circulation Element <i>(continued)</i> |                                                                                                                                                                                                           |                                                                                                                                                                |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.7</b>                             | Implement an access management standard to ensure safe, efficient, and compatible access to roadways.                                                                                                     | <b>Relevant Goals</b><br>C-2<br>C-3<br>C-4<br><br><b>Short-term</b>         |
| <b>C.8</b>                             | Develop and Implement and street maintenance program to forecast funding needs and ensure all roads are maintained on a routine schedule.                                                                 | <b>Relevant Goals</b><br>C-4<br>C-5<br><br><b>Short-term</b>                |
| <b>C.9</b>                             | Conduct a comprehensive street infrastructure inventory and assess for condition, safety, performance, and liability.                                                                                     | <b>Relevant Goals</b><br>C-4<br>C-5<br><br><b>Short-term</b>               |
| <b>C.10</b>                            | Develop and implement an incentive program to encourage any new development to be more accessible to all modes of travel and include complete sidewalks or safe walking spaces in and around the project. | <b>Relevant Goals</b><br>C-2<br>C-3<br>C-4<br>LU-4<br><br><b>Mid-term</b> |

**Note:** The order of implementation actions is based on timeframe and not priority.

**Table 8-1** Implementation Plan (*continued*)**Parks, Recreation, and Natural Resources Element****PRN.1**

Continue to support water conservation programs such as stormwater harvesting and aquifer charging.

**Relevant Goals**

PRN-8



**Ongoing**

**PRN.2**

Work with the development community to increase open space areas within new developments where feasible and encourage active vs. passive open space.

**Relevant Goals**

PRN-3  
PRN-4  
LU-7  
LU-10



**Ongoing**

**PRN.3**

Retain designated FEMA floodplain areas as open space for recreational use and wildlife connectivity.

**Relevant Goals**

PRN-2  
PRN-3  
PRN-4  
PRN-5



**Ongoing**

**PRN.4**

Update a Parks and Recreation Master Plan to include possible new sites for community recreation, trailheads, and services.

**Relevant Goals**

PRN-1  
PRN-4  
LU-11



**Short-term**

**PRN.5**

Develop and implement the Integrated Water Master Plan to prepare Chino Valley for future water needs.

**Relevant Goals**

PRN-6  
PRN-7  
PRN-8  
CSF-7



**Short-term**

**PRN.6**

Fund and implement the Peavine Trail connection to maximize the community asset and regional connectivity.

**Relevant Goals**

PRN-4



**Mid-term**

**Note:** The order of implementation actions is based on timeframe and not priority.



**Table 8-1 Implementation Plan** *(continued)*

**Parks, Recreation, and Natural Resources Element** *(continued)*

**PRN.7**

Evaluate and update development regulations to require adequate private and public active park area to support new development.

**Relevant Goals**

PRN-2  
PRN-3



**Mid-term**

**PRN.8**

Apply for federal funding for projects that will minimize the impacts of sheet flooding risk for the town.  
U.S. Department of Agriculture, Federal Emergency Management Agency, and the Bureau of Reclamation.

**Relevant Goals**

PRN-5



**Mid-term**

**PRN.9**

Design and develop trailheads for accessibility and to accommodate vehicles with trailers and staging.

**Relevant Goals**

PRN-1



**Mid-term**

**PRN.10**

Consider the implementation of a Wildland Urban Interface Ordinance to protect properties on the perimeter of the Town from grassfires and wildfires.

**Relevant Goals**

PRN-5



**Long-term**

**PRN.11**

Consider adopting wildlife sensitive development standards including wildlife crossings where appropriate.

**Relevant Goals**

PRN-3



**Long-term**

**Note:** The order of implementation actions is based on timeframe and not priority.

**Table 8-1**    **Implementation Plan** (*continued*)**Community Services and Facilities Element****CSF.1**

Employ Capital Improvement Program criteria to prioritize maintenance of existing and development of new public facilities.

**Relevant Goals**

CSF-1  
CSF-3  
CSF-4

**CSF.2**

Update regulations to require new development to construct and dedicate public infrastructure necessary to serve the project.

**Relevant Goals**

CSF-1  
CSF-3  
CSF-4

**CSF.3**

Update and implement a Future Public Facilities and Services Plan to accommodate current, entitled and projected future development.

**Relevant Goals**

CSF-1  
CSF-4

**CSF.4**

Develop community facility districts and improvement districts to fund infrastructure development and maintenance in targeted areas.

**Relevant Goals**

CSF-3  
CSF-6

**CSF.5**

Identify opportunities for public private partnerships to reduce service delivery and facility operations costs.

**Relevant Goals**

CSF-1

**CSF.6**

Study the opportunity and funding sources for purchasing private water providers in Chino Valley.

**Relevant Goals**

CSF-8



**Note:** The order of implementation actions is based on timeframe and not priority.



**Table 8-1 Implementation Plan** *(continued)*

| <b>Community Services and Facilities</b> <i>(continued)</i> |                                                                                                                                                      |                                                                                                                                                            |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CSF.7</b>                                                | Evaluate opportunities for power and water resiliency and redundancy.                                                                                | <b>Relevant Goals</b><br>CSF-1<br>CSF-7<br>CSF-8<br><br><b>Mid-term</b> |
| <b>CSF.8</b>                                                | Establish a committee to establish design standards and explore financial opportunities associated with solar and other power generation facilities. | <b>Relevant Goals</b><br>CSF-7<br><br><b>Mid-term</b>                   |
| <b>CSF.9</b>                                                | Explore community scale solar and microgrids to reduce power disruptions due to natural and manmade events.                                          | <b>Relevant Goals</b><br>CSF-7<br><br><b>Long-term</b>                  |

**Note:** The order of implementation actions is based on timeframe and not priority.

**Table 8-1**    **Implementation Plan** (*continued*)**Economic Development Element****ED.1**

Consider expanding the regional business attraction efforts currently employed.

**Relevant Goals**

ED-1

**Short-term****ED.2**

Prioritize the development of Old Home Manor.

**Relevant Goals**

ED-2

**Short-term****ED.3**

Develop, adopt and implement an Area Plan for Old Home Manor to solidify the town's goals and strategies for development.

**Relevant Goals**

ED-2

LU-9

**Short-term****ED.4**

Take measures to ensure the Town's identity is reflected in new developments.

**Relevant Goals**

ED-3

ED-4

**Mid-term****ED.5**

Amend the UDO to allow for non-traditional use of underutilized town facilities to encourage entrepreneurial endeavors.

**Relevant Goals**

ED-3

ED-5

**Mid-term****ED.6**

Lean-in to tourism marketing opportunities by supporting the "Chino Valley – Cooler Than You Think" initiatives.

**Relevant Goals**

ED-7

ED-8

**Mid-term**

**Note:** The order of implementation actions is based on timeframe and not priority.



# Plan Administration

## General Plan Decennial Update

The General Plan should be updated every 10 years per state law. Following this update, the plan must be ratified by the voters at a general election.

## General Plan Amendments

Since the General Plan is a living document, it may be updated and amended from time to time as the community deems necessary. Arizona statutes prescribe a comprehensive review of the General Plan at least once every ten years. The General Plan may be readopted for another ten years, or it may be partially revised or completely updated. Although extensive efforts and time are put into developing the General Plan, following adoption occasions may arise that will require an amendment to the Plan. There are two major types of amendments: text amendments and map amendments.

### Text Amendment

#### Element Amendments

Any number of factors could prompt the update to an element of the General Plan. New population numbers from the decennial or mid-decade Census could have a significant effect on transportation and utility planning. New regulations, such as the addition of new elements, could also prompt an update of the Plan. These types of amendments follow the standard process for legislative update and may include the involvement of workgroups and public hearings prior to adoption. The scope of citizen participation will be dependent on the scope of the element. For example, an update of the Parks, Recreation and Natural Resources Element is likely to appeal to a broad range of citizens versus an update to the Public Facilities and Services Element, which may interest only the development community.

### Map Amendment

#### Future Land Use Map Amendments

The Future Land Use Map and the Land Use Element are sections of the General Plan that are the most sensitive to changing economic conditions and expectations. At the time of adoption, the Land Use Element provided a vision of development into the future based on the development in place, the needs of the community, and the desires of property owners. It has been found that over time, visions change and new opportunities arise. Amendments have and will need to occur. Amendments to the Land Use Element are required in any situation where a proposed rezoning is not in conformance to the adopted General Plan Future Land Use Map.

## Major vs. Minor Amendments

Amendments to the general plan may be either major or minor depending on the requested change. Amendments may be initiated by the Town or may be requested by private individuals or agencies in accordance with the procedures set forth in state law. Amendments shall be classified as major amendments or minor amendments.

### Major Amendments

In accordance with Arizona Revised Statutes (ARS) §9-461.06, an amendment to Chino Valley's General Plan is to be considered major if the resulting change is "A substantial alteration of the municipality's land use mixture or balance as established in the agency's general plan land use element. The agency's general plan shall define the criteria to determine if a proposed amendment to the plan effects a substantial alteration."

Major amendments will be considered by the Town Council within 12 months of receipt of a complete application, and must receive an affirmative two-thirds majority vote of the Town Council in order to be approved.

### Minor Amendments

A minor amendment may be addressed by the Town Council at any point in the calendar year according to the regularly scheduled review and hearing process and must receive an affirmative simple majority vote of the Town Council for approval. Examples include corrections or minor changes to the text or map having no major impact on the balance of land uses.

## Determination of Amendment Type

Amendments to the General Plan will be reviewed based on the Town's ability to provide a balance of land uses to meet the needs of the community and the compatibility of the mix of land uses.

### Land Use Balance

An effect on the balance of land uses will be measured by a proposed amendment's impact on each land use. This is measured by the loss or increase of acreage or developable dwelling units. The Balance Matrix shown in Table 8-2 outlines a potential impact to each land use with a determination as to the type of amendment that may or may not be necessary. These matrices apply when the proposed use is not in conformance with the General Plan.

### Mix of Land Uses

The effect on the mixture of land uses will be determined by reviewing whether the proposal would cause a change in land use designations that would create a significant development intensity difference between two or more neighboring land uses. An example of this would be a change from Neighborhood Residential to Light Industrial in proximity to Rural Residential. An outline of compatible General Plan land uses can be found in the Mixture Matrix shown in Table 8-3.

**Table 8-2 Balance Matrix**

| Plan Amendment Based on Mix of Uses                      |                                                                                     |                        |                          |                          |
|----------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------|--------------------------|--------------------------|
| Land Use Category                                        | Result of Requested Change                                                          | Amendment Not Required | Minor Amendment Required | Major Amendment Required |
| <b>Ranch Agricultural (RA)</b><br><b>1 du/4+ acres</b>   | Loss of less than 32 acres and adjacent to compatible land use                      | ✓                      |                          |                          |
|                                                          | Loss of less than 56 acres and adjacent to compatible land use                      |                        | !                        |                          |
|                                                          | Loss of or more 56 acres                                                            |                        |                          | !!                       |
| <b>Open Space/ Parks (OSP)</b><br><b>1 du/acre</b>       | Loss of less than 5 acres and adjacent to compatible land uses                      | ✓                      |                          |                          |
|                                                          | Loss of less than 10 acres of Open Space/ Parks and adjacent to compatible land use |                        | !                        |                          |
|                                                          | Loss of 10 acres or more of Open Space/ Parks                                       |                        |                          | !!                       |
| <b>Rural Residential (RR)</b><br><b>1 du/acre</b>        | Loss or increase of less than 20 acres and adjacent to compatible land use          | ✓                      |                          |                          |
|                                                          | Loss or increase of less than 50 acres and adjacent to compatible land use          |                        | !                        |                          |
|                                                          | Loss or increase of 50 acres                                                        |                        |                          | !!                       |
| <b>Neighborhood Residential (NR)</b><br><b>4 du/acre</b> | Loss or increase of less than 5 acres and adjacent to compatible land use           | ✓                      |                          |                          |
|                                                          | Loss or increase of less than 12 acres and adjacent to compatible land use          |                        | !                        |                          |
|                                                          | Loss or increase of 12 acres                                                        |                        |                          | !!                       |

Source: Town of Chino Valley, 2023



**Table 8-2** Balance Matrix *(continued)*

| Plan Amendment Based on Mix of Uses     |                                                                            |                        |                          |                          |
|-----------------------------------------|----------------------------------------------------------------------------|------------------------|--------------------------|--------------------------|
| Land Use Category                       | Result of Requested Change                                                 | Amendment Not Required | Minor Amendment Required | Major Amendment Required |
| Neighborhood Commercial (NC)            | Loss of less than 5 acres and adjacent to compatible land use              | ✓                      |                          |                          |
|                                         | Loss of less than 15 acres and adjacent to compatible land use             |                        | !                        |                          |
|                                         | Loss of 15 acres or more of Neighborhood Commercial                        |                        |                          | !!                       |
| Regional Commercial (RC)                | Loss of less than 5 acres and adjacent to compatible land use              | ✓                      |                          |                          |
|                                         | Loss of less than 25 acres and adjacent to compatible land use             |                        | !                        |                          |
|                                         | Loss of 25 acres or more of Regional Commercial                            |                        |                          | !!                       |
| Horizontal Multi-Use (HMU)<br>8 du/acre | Loss or increase of less than 10 acres and adjacent to compatible land use | ✓                      |                          |                          |
|                                         | Loss or increase of less than 20 acres and adjacent to compatible land use |                        | !                        |                          |
|                                         | Loss or increase of 20 acres or more Horizontal Multi-Use                  |                        |                          | !!                       |
| Light Industrial (LI)                   | Loss of less than 10 acres and adjacent to compatible land use             | ✓                      |                          |                          |
|                                         | Loss of less than 30 acres and adjacent to compatible land use             |                        | !                        |                          |
|                                         | Loss of 30 acres or more of Light Industrial                               |                        |                          | !!                       |
| Heavy Industrial (HI)                   | Loss of less than 15 acres and adjacent to allowable land use              | ✓                      |                          |                          |
|                                         | Loss of less than 40 acres and adjacent to compatible land use             |                        | !                        |                          |
|                                         | Loss of 40 acres or more of Heavy Industrial                               |                        |                          | !!                       |

Source: Town of Chino Valley, 2023

**Table 8-3 Mixture Matrix**

**Major Plan Amendment Based on Land Use Compatibility**

|                   |     |                                                           | Adjacent Land Use |     |    |    |    |    |     |    |    |
|-------------------|-----|-----------------------------------------------------------|-------------------|-----|----|----|----|----|-----|----|----|
|                   |     |                                                           | RA                | OSP | RR | NR | NC | RC | HMU | LI | HI |
| Proposed Land Use | RA  | Ranch Agricultural<br>1 du/4+ acres                       | ✓                 | ✓   | ✓  | ⚠  | ✓  | ⚠  | ⚠   | ⚠  | ⚠  |
|                   | OSP | Open Space/Parks<br>1 du/acre                             | ✓                 | ✓   | ✓  | ✓  | ✓  | ⚠  | ✓   | ⚠  | ⚠  |
|                   | RR  | Rural Residential<br>1 du/acre                            | ✓                 | ✓   | ✓  | ✓  | ✓  | ⚠  | ⚠   | ⚠  | ⚠  |
|                   | NR  | Neighborhood Residential<br>4 du/acre                     | ⚠                 | ✓   | ✓  | ✓  | ✓  | ⚠  | ✓   | ⚠  | ⚠  |
|                   | NC  | Neighborhood Commercial                                   | ⚠                 | ⚠   | ✓  | ✓  | ✓  | ✓  | ✓   | ✓  | ✓  |
|                   | RC  | Regional Commercial                                       | ⚠                 | ⚠   | ⚠  | ⚠  | ✓  | ✓  | ✓   | ✓  | ✓  |
|                   | HMU | Horizontal Multi-Use<br>8 du/acre<br>(25% of entire area) | ⚠                 | ⚠   | ⚠  | ✓  | ✓  | ✓  | ✓   | ⚠  | ⚠  |
|                   | LI  | Light Industrial                                          | ⚠                 | ⚠   | ⚠  | ⚠  | ✓  | ✓  | ⚠   | ✓  | ✓  |
|                   | HI  | Heavy Industrial                                          | ⚠                 | ⚠   | ⚠  | ⚠  | ✓  | ✓  | ⚠   | ✓  | ✓  |

 Major Amendment is required

Source: Town of Chino Valley, 2023













## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. a.

**Meeting Date:** 06/27/2023  
**Contact Person:** Laura Kyriakakis, Human Resources Director  
**Department:** Human Resources  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed \$15,000.

#### RECOMMENDED ACTION:

Approve the Professional Services Agreement with Lawrence Digges to provide audio and visual technician services beginning July 1, 2023, through June 30, 2024, for an amount not to exceed \$15,000.

#### SITUATION AND ANALYSIS:

The Town is in continued need of an Audio Visual Technician to provide the following services. Management of the audio/visual production, filming, and streaming of the Town's various public meetings and other events. Responsible for the production, filming, and online streaming of various Town public meetings and other audio-visual documented events. Coordinate needed audio/visual professional services with the Town's IT Manager, Town Manager's Office staff, and Clerk's Office staff. Ensure cameras, recording equipment, microphones, and audio mixing equipment are working and operational. Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed. Advise Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts. Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis. Installation and proper handling of various audio/visual cabling to document Town events. Setup and management of live streams of meetings and Town events using the Town's meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms. Posting of previously recorded video content to YouTube, Facebook, the Town's website, and other online platforms. Post-production audio/video editing as needed to ensure quality recorded content is retained for historical record purposes. Management, maintenance, and archiving of offline recorded video content.

#### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 01-47-5212  
**Available:** \$15,000

**Funding Source:**

Amount included in the FY 23/24 Budget.

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**Attachments**

A/V Tech Agreement

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
LAWRENCE DIGGES**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Lawrence Digges, a sole proprietor (the “Consultant”).

**RECITALS**

- A. The Town needs audio/visual consulting services (the “Services”).
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. Per Chino Valley Town Code § 32.11, based on the Consultant’s skills and experience, the Mayor and Town Council have determined that it is in the Town’s best interests to ensure timely delivery of the Services by selecting and entering into this Agreement with the Consultant to perform the Services.

**AGREEMENT**

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

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Consultant’s failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and

effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay the Consultant an annualized amount not to exceed \$15,000 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit B and incorporated herein by reference. This amount allows for an average of up to 25 hours of Services per month.

4. Payments. The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding

30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

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

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

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

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

### 13. Insurance.

#### 13.1 General.

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



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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Consultant shall be solely

responsible for any such deductible or self-insured retention amount.

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

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

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

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

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

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

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

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

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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

### 13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any



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

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

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

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

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

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

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of

a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

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

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

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such

termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

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

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

16. Miscellaneous.

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

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

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



future State and Federal laws, and (C) existing and future OSHA standards.

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

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

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

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

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

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

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

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

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

16.13 Offset.

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

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

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

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

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

If to Consultant: Lawrence Digges  
320 South Cortez Street, #3  
Prescott, AZ 86303  
(808) 298-8416

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S.

Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.



D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with

the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

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

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not 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 Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant 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 the contract termination date.

(SIGNATURES ON THE FOLLOWING PAGE)

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

**“Town”**

TOWN OF CHINO VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Cindy Blackmore, Town Manager

ATTEST:

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

**“Consultant”**

LAWRENCE DIGGES,  
a sole proprietor.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
LAWRENCE DIGGES

[Scope of Work]

See the following page.

## **AUDIO/VISUAL TECHNICIAN**

### **FLSA Status: Independent Contractor**

**GENERAL PURPOSE:** Management of the audio/visual production, filming, and streaming of the Town's various public meetings and other events.

- Responsible for the production, filming, and online streaming of various Town public meetings and other audio-visual documented events.
- Coordinates needed audio/visual professional services needs with the Town's IT Manager, Town Manager's Office staff, and Clerk's Office staff.
- Ensures cameras, recording equipment, microphones, and audio mixing equipment are working and operational.
- Advanced technical troubleshooting, repair, and replacement of various sound and video equipment as needed.
- Advises Town staff and elected officials on best practices for live events to ensure proper and professional appearances during live broadcasts.
- Setup, removal, and movement of audio/visual equipment from the meeting spaces in advance and on an as-needed basis.
- Installation and proper handling of various audio/visual cabling to document Town events.
- Setup and management of live streams of meetings and town events using the Town's meeting management system, Zoom Webinars, Facebook Live, YouTube, or other streaming platforms.
- Posting of previously recorded video content to YouTube, Facebook, Town website, and other online platforms.
- Post-production audio/video editing as needed to ensure quality recorded content is retained for historical records purposes.
- Management, maintenance, and archiving of offline recording video content.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
LAWRENCE DIGGES

[Fee Proposal]

1. The Consultant's hourly rate for performance of the Services is \$50.00. The Consultant is expected to provide up to an average of 25 hours of Services per month; however, the Consultant shall not provide Services for more than 300 hours during any Term.
2. The Town shall not reimburse the Consultant for any professional liability expense. The Consultant must provide appropriate insurance documents and a paid receipt to the Town to receive reimbursement.
3. The compensation paid to the Consultant shall include all travel, per diem, and expenses incidental to providing the Services.
4. Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative. Payment shall be made within 30 days of the date of the invoice. If payment in full is not received by the Consultant within 45 calendar days of the due date, invoices shall bear interest at 1.5% (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
5. If the Town objects to any portion of an invoice, the Town shall so notify the Consultant in writing within five calendar days of receipt of the invoice. The Town shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the payment terms of this Agreement. Interest, as stated above, shall be paid by the Town on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. b.

**Meeting Date:** 06/27/2023  
**Contact Person:** Erin Deskins, Town Clerk  
**Department:** Town Clerk  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve the Addendum No. 2 to Contract for Legal Services with Gust Rosenfeld P.L.C. effective July 1, 2023.

#### RECOMMENDED ACTION:

Approve the Addendum No. 2 to contract for Legal Services with Gust Rosenfeld P.L.C.

#### SITUATION AND ANALYSIS:

The last rate increase to the Legal Services Contract with Gust Rosenfeld P.L.C. was in 2018. As stated in Addendum No. 2, the rates for general and special counsel matters set forth are significantly less than the firm's rates for most of its other municipal clients. The firm agrees that travel time will be billed for one way only.

#### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 01-955212

**Available:**

**Funding Source:**

Budgeted in Legal Services line item for Fiscal Year 2023/2024.

#### Attachments

Addendum 2 Legal Services Contract

*GUST  
ROSENFELD*  
ATTORNEYS SINCE 1921 P.L.C.

■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

ANDREW J. MCGUIRE  
602-257-7664  
FAX: 602-340-1538  
amcguire@gustlaw.com

June 14, 2023

Ms. Cindy Blackmore, Town Manager  
Town of Chino Valley  
202 N. State Route 89  
Chino Valley, AZ 86323

**Re: Legal Services Contract**

Dear Cindy:

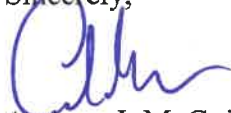
The current rates for the Town of Chino Valley are set forth below. We have maintained their hourly rates since 2018. From and after July 1, 2023, we would like to increase our rates as follows:

| <u>Legal Services</u> | <u>Current Fee</u> | <u>Proposed Fee</u> |
|-----------------------|--------------------|---------------------|
| General Counsel       | \$200 per hour     | \$230 per hour      |
| Civil Litigation      | \$185 per hour     | \$260 per hour      |
| Environmental Law     | \$361 per hour     | \$370 per hour      |
| Paralegal Services    | \$125 per hour     | \$125 per hour      |

Please know that the rates for general and special counsel matters set forth above are significantly less than the firm's rates for most of its other municipal clients. Although not indicated in the Contract or Addendum No. 1, we have agreed that our travel time will be billed for one way only.

We would appreciate it if you would present this proposed Addendum to the Town Council for its consideration. We hope that you and the Council will recognize the reasonableness of these hourly rates considering the quality of the legal services being provided to you and the depth of knowledge our entire firm has in respect to municipal law and issues.

Sincerely,



Andrew J. McGuire  
For the Firm

4520799

AJM/hnj

Enclosure: Addendum No. 2 to Contract for Legal Services

**ADDENDUM NO. 2 TO CONTRACT**  
**FOR LEGAL SERVICES**

This Addendum No. 2 to Contract for Legal Services dated \_\_\_\_\_, 2023, between the Town of Chino Valley and Gust Rosenfeld, P.L.C., shall amend Paragraph 3 of the Contract for Legal Services between the Town of Chino Valley, Arizona, and Curtis, Goodwin, Sullivan, Udall & Schwab, PLC, dated March 26, 2013, which contract was assigned to Gust Rosenfeld P.L.C., on January 7, 2016, and as modified by Addendum No. 1 thereto (collectively, the "Contract"), as follows:

3. **Compensation:** The Town shall pay to Firm for Services agreed to be rendered by the Firm and its employees under this Agreement as follows:

General Counsel Services:

\$230.00 per hour for attorneys  
 \$125.00 per hour for paralegals

Civil litigation, except civil litigation relating to water law and public utility law:

\$260.00 per hour for attorneys  
 \$125.00 per hour for paralegals

Environmental Law:

\$370.00 per hour for attorneys  
 \$125.00 per hour for paralegals

Travel will be billed one-way only.

This Addendum shall be effective as of July 1, 2023. All other provisions of the Contract shall remain the same.

**GUST ROSENFELD P.L.C.**

**TOWN OF CHINO VALLEY**

By: \_\_\_\_\_  
 Andrew J. McGuire

By: \_\_\_\_\_  
 Jack W. Miller, Mayor

**ATTEST:**

\_\_\_\_\_  
 Erin N. Deskins, Town Clerk





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. c.

**Meeting Date:** 06/27/2023  
**Contact Person:** Erin Deskins, Town Clerk  
**Department:** Town Clerk  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to appoint applicants recommended by the Appointments Subcommittee to the Roads and Streets Committee.

#### RECOMMENDED ACTION:

Appoint applicants Ron Romley, Wayne Napier, and Michael Sick to the Roads and Streets Committee as recommended by the Appointments Subcommittee.

#### SITUATION AND ANALYSIS:

The Council Appointments Subcommittee met on June 7, 2023, to review applications and make recommendations for the Roads and Streets Committee. Staff received three re-appointment applications from current members whose terms were to expire, and one new application. Based on the review of all filed applications, the Appointments Subcommittee recommends the following appointments:

- Ron Romley
- Wayne Napier
- Michael Sick

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

#### Attachments

2023 R&S redacted applications

MAY 22 2023

Clerk's Office  
By: *[Signature]*

|                                                                                                                                                                                                                         |                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>Town of Chino Valley</b></p> <p><b>APPLICATION FOR PUBLIC<br/>BODY RE-APPOINTMENT</b><br/>(Commissions, Boards, Committees)</p> | <p style="text-align: center;"><b>Office Use Only</b></p> <p>Re-appointment Date _____</p> <p>Term Start _____</p> <p>Resignation/Term End _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

|                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Board of Adjustment<br><input type="checkbox"/> Industrial Development Authority<br><input type="checkbox"/> Municipal Property Corporation<br><input type="checkbox"/> Parks & Recreation Advisory Board<br><input type="checkbox"/> Other _____ | <input type="checkbox"/> Planning & Zoning Commission<br><input type="checkbox"/> Public Safety Retirement Board<br><input checked="" type="checkbox"/> Roads & Streets Committee<br><input type="checkbox"/> Building Advisory Board |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NAME Dean Echols

RESIDENCE ADDRESS [REDACTED]

MAILING ADDRESS Same

PHONE #s [REDACTED]

EMAIL [REDACTED]

List any new experience, skills, and qualities you would bring to this position.

(Same as before)

*Dean Echols*  
SIGNATURE

5-22-23  
DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or  
email scanned application to [clerks@chinoaz.net](mailto:clerks@chinoaz.net).



# Town of Chino Valley

## APPLICATION FOR PUBLIC BODY APPOINTMENT

(Council, Commissions, Boards, Committees)

### Office Use Only

Appointment Date 10-22-13

Term Start 7-1-13

Date of Resignation/  
Term End 6-30-15

### PUBLIC BODY APPLYING FOR

- |                                                            |                                                                    |
|------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Town Council                      | <input type="checkbox"/> Planning & Zoning Commission              |
| <input checked="" type="checkbox"/> Board of Adjustment    | <input checked="" type="checkbox"/> Roads & Streets Advisory Board |
| <input type="checkbox"/> Industrial Development Authority  | <input type="checkbox"/> Senior Center Advisory Board              |
| <input type="checkbox"/> Municipal Property Corporation    | <input type="checkbox"/> Transit Advisory Committee                |
| <input type="checkbox"/> Parks & Recreation Advisory Board |                                                                    |
| <input type="checkbox"/> Other _____                       |                                                                    |

NAME

DEAN ECHOLS

RESIDENCE ADDRESS

[REDACTED]

MAILING ADDRESS

SAME

PHONE #s

[REDACTED]

EMAIL

[REDACTED]

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS?

☒ YES

☐ NO

HOW LONG HAVE YOU LIVED IN CHINO VALLEY?

ARE YOU A QUALIFIED ELECTOR  
(qualified to vote even if not registered)?

☒ YES

☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE?

☐ YES

☒ NO

If Yes, what is the employee's name? \_\_\_\_\_

**Please respond to the questions on the reverse side.  
Attach a separate sheet if necessary.**



Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.

Chino Valley Town Council - 4 yrs.

Please state why you would like to be appointed to this position?

Assist in Development & progress in Chino Valley.

What do you believe is the key responsibility of this position?

Help guide AND watch over Industrial Development here.

What experience, skills, and qualities would you bring to this position?

Town Council experience, private Business owner.

Please attach a RESUME or SUMMARY of related previous experience, if applicable.

  
SIGNATURE

4/30/10  
DATE

MAY 22 2023



Town of Chino Valley

**APPLICATION FOR PUBLIC  
BODY RE-APPOINTMENT**

(Commissions, Boards, Committees)

Office Use Only

Clerk's Office  
By: JCB

Re-appointment Date \_\_\_\_\_

Term Start \_\_\_\_\_

Resignation/Term End \_\_\_\_\_

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

☐  
☐  
☐  
☐  
☐

Board of Adjustment  
Industrial Development Authority  
Municipal Property Corporation  
Parks & Recreation Advisory Board  
Other \_\_\_\_\_

☐  
☐  
☒  
☐

Planning & Zoning Commission  
Public Safety Retirement Board  
Roads & Streets Committee  
Building Advisory Board

NAME Lon Romley

RESIDENCE ADDRESS \_\_\_\_\_

MAILING ADDRESS Same as above

PHONE #s \_\_\_\_\_

EMAIL \_\_\_\_\_

List any **new** experience, skills, and qualities you would bring to this position.

• I have been on this Committee for About 10 yrs  
• 42 years of Road Construction Management

Lon Romley  
SIGNATURE

5/20/23  
DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or  
email scanned application to [clerks@chinoaz.net](mailto:clerks@chinoaz.net).**



# Town of Chino Valley

## APPLICATION FOR PUBLIC BODY RE-APPOINTMENT

(Commissions, Boards, Committees)

### Office Use Only

Re-appointment Date 9-24-13

Term Start 7-1-13

Date of Resignation/  
Term End 6-30-16

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

FROM: Ron Romley  
(Print Name)

My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

- |                                                            |                                                               |
|------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Board of Adjustment               | <input type="checkbox"/> Planning & Zoning Commission         |
| <input type="checkbox"/> Industrial Development Authority  | <input type="checkbox"/> Public Safety Retirement Board       |
| <input type="checkbox"/> Municipal Property Corporation    | <input checked="" type="checkbox"/> Roads & Streets Committee |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Senior Center Advisory Board         |
| <input type="checkbox"/> Other _____                       |                                                               |

My term expires:

- ☐ January 31      ☐ June 30      ☐ July 31

List any **new** experience, skills, and qualities you would bring to this position, and/or changes in address/phone/email.

- 5 yrs on this Committee
- Council member 4 yrs (2 yrs Vice Mayor)
- P&Z member 2 1/2 yrs
- 42 yrs of managing Road & Bridge Construction Projects

Ron Romley  
SIGNATURE

7/3/13  
DATE

Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or  
email scanned application to [lhart@chinoaz.net](mailto:lhart@chinoaz.net).



Clerk's Office  
By: [Signature]

|                                                                                   |                                                                                                                                      |                            |  |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|
|  | <b>Town of Chino Valley</b><br><br><b>APPLICATION FOR PUBLIC<br/>BODY RE-APPOINTMENT</b><br><i>(Commissions, Boards, Committees)</i> | <b>Office Use Only</b>     |  |
|                                                                                   |                                                                                                                                      | Re-appointment Date _____  |  |
|                                                                                   |                                                                                                                                      | Term Start _____           |  |
|                                                                                   |                                                                                                                                      | Resignation/Term End _____ |  |

TO: MAYOR AND COUNCIL

RE: EXPIRATION OF PUBLIC BODY TERM

SUBJ: My term on the public body indicated below is expiring. I am requesting re-appointment for another term.

|                          |                                   |                                     |                                |
|--------------------------|-----------------------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Board of Adjustment               | <input type="checkbox"/>            | Planning & Zoning Commission   |
| <input type="checkbox"/> | Industrial Development Authority  | <input type="checkbox"/>            | Public Safety Retirement Board |
| <input type="checkbox"/> | Municipal Property Corporation    | <input checked="" type="checkbox"/> | Roads & Streets Committee      |
| <input type="checkbox"/> | Parks & Recreation Advisory Board | <input type="checkbox"/>            | Building Advisory Board        |
| <input type="checkbox"/> | Other _____                       |                                     |                                |

NAME Wayne Napier

RESIDENCE ADDRESS \_\_\_\_\_

MAILING ADDRESS Same

PHONE #s \_\_\_\_\_

EMAIL \_\_\_\_\_

List any **new** experience, skills, and qualities you would bring to this position.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Wayne Napier  
SIGNATURE

05/22/2023

DATE

**Return application to Town Clerk's Office, 202 N. State Route 89, Chino Valley, or  
email scanned application to [clerks@chinoaz.net](mailto:clerks@chinoaz.net).**



# Town of Chino Valley

## APPLICATION FOR PUBLIC BODY APPOINTMENT (Council, Commissions, Boards, Committees)

### Office Use Only

Appointment Date 6/11/2019

Term Start 7/1/2019

Date of Resignation/  
Term End \_\_\_\_\_

### PUBLIC BODY APPLYING FOR

- |                                                            |                                                               |
|------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Town Council                      | <input checked="" type="checkbox"/> Roads & Streets Committee |
| <input type="checkbox"/> Planning & Zoning Commission      | <input type="checkbox"/> Senior Center Advisory Board         |
| <input type="checkbox"/> Board of Adjustment               | <input type="checkbox"/> Industrial Development Authority     |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Municipal Property Corporation       |
| <input type="checkbox"/> Other _____                       |                                                               |

NAME Wayne Napier

RESIDENCE ADDRESS \_\_\_\_\_

MAILING ADDRESS same

PHONE #s \_\_\_\_\_

EMAIL \_\_\_\_\_

IS YOUR RESIDENCE WITHIN THE TOWN LIMITS? ☒ YES ☐ NO

HOW LONG HAVE YOU LIVED IN THE CHINO VALLEY AREA? 15 months

ARE YOU A QUALIFIED ELECTOR  
(qualified to vote even if not registered)? ☒ YES ☐ NO

ARE YOU RELATED TO ANY TOWN EMPLOYEE? ☐ YES ☒ NO

If Yes, what is the employee's name? \_\_\_\_\_

**Please respond to the questions on the second page.  
Attach a separate sheet if necessary.**

*Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served.*

No

*Why you would like to be appointed to this position?*

To help the Town of Chino Valley with Roads and Streets Infrastructure.

*What do you believe is the key responsibility of this position?*

To oversee that the Town is getting proper repairs and cost for projects.

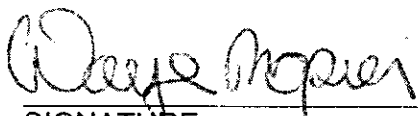
*What experience, skills, and qualities would you bring to this position?*

With my Background in Public Works Maintenance Crew Leader and Construction Inspector I have a

lot of knowledge in the field of Streets and Roads and hands on Experience.

See attached sheets.

**Please attach a RESUME or SUMMARY of related previous experience, if applicable (REQUIRED for Planning and Zoning Commission & Board of Adjustment).**



SIGNATURE

12-10-2018

DATE

*Return application to Town Clerk's Office, 202 N. State Route 3E, Chino Valley, or email scanned application to [clerk@chinvillage.net](mailto:clerk@chinvillage.net).*



## *Wayne Napier*

---

### OBJECTIVE

Seeking a position as **Construction Inspector**, where my extensive background, abilities and expertise in public works and capital improvements will be effectively utilized. Broad scope of qualifications and competency includes:

|                             |                                   |
|-----------------------------|-----------------------------------|
| Project management          | Customer relations                |
| Street/park maintenance     | Landscape maintenance             |
| Traffic signal construction | Underground utilities             |
| Water/sewer infrastructure  | Electrical/mechanical inspections |
| Facility maintenance        | Crew leadership/direction         |
| Contractor communication    | Budget development                |
| Plan reviews                | Detailed report writing           |
| MS Office proficient        | Code enforcement                  |

### PROFESSIONAL EXPERIENCE

2008-Present **ENGINEERING RESOURCES OF SOUTHERN CA, INC.**

#### **Inspector**

Perform inspections of large to small public works, capital improvement and private development projects. Assure conformance with various state, federal and local specifications, standards and guidelines, including Caltrans, MUTCD California Supplement, Greenbook, CA Building Codes, FHA/VA, ACI and AWWA. Field inspection work includes pump stations, lift stations, above/below ground water tanks, back flow devices, leak repair, fire systems, irrigation systems, and related enclosures/building structures to house the named systems.

#### *Projects:*

- City of Indio project Inspection for Monroe & I-10.
- Garden Grove Inspector for land development, to include water/sewer/storm drain, curbs/gutters/sidewalks and ADA ramps.
- Madison 4<sup>th</sup> to 11<sup>th</sup> ADA ramps, sidewalks/curbs/gutters – grind & overlay; restriping.
- 111 night work to install 14" waterline, new storm drain & gutters. Widened bridge, new ADA ramps and sidewalks.
- 46<sup>th</sup> Street rehab, 1 mile long project in front of Indio High School. All new ADA ramps and sidewalks. Street section: removal & complete grind & overlay. Rebuilt all water valves & sewer manholes; restriping of road.
- Contract with City of Indio as Inspector on Jackson/ I-10 overpass project, to include widening 2 off ramps and 1 on ramp, new traffic signals, all new ADA ramps & sidewalks. Paving & restriping, curbs & gutters. (All to Caltrans codes.) Right of way funded by the City of Indio.

**WAYNE NAPIER****Page 2**

1995-2006 CITY OF PERRIS, CALIFORNIA

**Public Works Crew Leader 2004-2006**

Promoted through positions of ever increasing accountability to the position of Crew Leader. Greatly enhanced responsibilities included development and implementation of an \$8.5M annual budget and a \$22M CIP. Developed weekly reports for the Public Works Director and City Manager. Investigated claims against the city and did follow up reports. Provided training to full time as well as temporary workers at various levels. Additional duties included:

- Scheduling crew activities in streets, parks, fleet and facility maintenance.
- Oversaw contractors in tree trimming, janitorial, security, HVAC, traffic signal maintenance, graffiti removal, pest control, weed abatement, street sweeping, electrical, etc.
- Evaluated and assessed customer service issues; assigned appropriate personnel to bring closure and guarantee customer satisfaction.
- Ordered all parts and equipment; purchased city vehicles and large equipment.
- Oversaw weekly OSHA safety meetings; trained staff on use of equipment and safety methods.
- Assumed responsibilities of Superintendant over Field Service in his absence.
- Read and approved blueprints and conducted plan checks.
- On call 24/7 for streets and facilities maintenance; call person for Dig alert.

**Intern Crew Leader 2001-2004****Senior City Mechanic 1995-2001****EDUCATION/SPECIALIZED TRAINING**

CITY OF PERRIS

Performance Evaluations

Discipline

Work Place Harassment

Supervisor Training

Handling Grievances

Supervisor/Employee Relations

Public Works Inspection

NPDES Storm Water

Haz-Mat First Responder

Safety

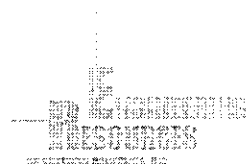
Traffic Control Plans for Work Zones

**PROFESSIONAL MEMBERSHIPS**

Maintenance Superintendents Association (MSA) – Board of Directors

Clean Cities – Board of Directors

The Western Riverside Council of Governments (WRCOG) – Board of Directors



**WAYNE NAPIER**  
**INSPECTOR**

**PROFESSIONAL EXPERIENCE:** Mr. Napier has over 14 years experience inspecting public works and capital improvement projects, including construction management and project administration experience on large and small public works and private development projects. His work has included conformance with various state, federal and local specifications, standards and guidelines, including Caltrans, MUTCD California Supplement, Greenbook, California Building Codes, FHA/VA, ACL, AWWA and other relevant agency specifications. In addition, he has had extensive experience with traffic signal construction and maintenance, major landscaping projects, underground utilities, water and sewer infrastructure improvements, street improvement construction and maintenance operations. He has also served as a city crew leader for maintenance of public works infrastructure and landscaping districts.

His field inspection work has also included electrical and mechanical inspection for pump stations, lift stations, above and below ground water tanks, back flow device installation, leak repair, fire systems, irrigation systems and other water system related work. Inspection on these facilities included enclosures and building structures to house the systems.

**CERTIFICATIONS**

C.V.F.D.C.C. [REDACTED]

First Responder Awareness OR [REDACTED]



## Engineering Resources Start Date 07/08/2008

| JOB                                             | Contractor       | Date                       | Bid Amount      |
|-------------------------------------------------|------------------|----------------------------|-----------------|
| 1. <del>Indio</del> Jackson St. & I-10 On ramps | Matich           | 07/08/2008 thru 11/15/2008 |                 |
| 2. 46 Street Rehab                              | Hardy & Harper   | 11/16/2008 thru 01/20/2009 |                 |
| 3. Hwy 111 & Jefferson Night Work               | Kip              | 01/30/2009 thru 06/01/2009 |                 |
| 4. Madison 46th to Hwy 111                      | Cooley           | 09/01/2009 thru 02/10/2010 |                 |
| 5. <del>Garden Grove</del> Land Development     | City of G. Grove | 10/21/2010 thru 12/01/2011 | 1 Year Contract |
| 6. <del>Indio</del> Monroe & I-10 on ramps      | Granite          | 06/10/2012 thru 12/30/2012 | 1,823,204.61    |
| 7. Madison 50th to 52nd                         | Granite          | 01/06/2013 thru 04/28/2013 | 968,999.00      |
| 8. Hjorth Park                                  | Golden Valley    | 05/05/2013 thru 08/25/2013 | 562,429.00      |
| 9. Espana Phase 1                               | Lee & Stires     | 09/03/2013 thru 12/05/2013 | 1,528,963.00    |
| 10. Monroe & 42nd Landscape                     | Diversified      | 01/12/2014 thru 05/04/2014 | 1,028,223.60    |
| 11. Varner & Jefferson                          | Lee & Stires     | 05/04/2014 thru 09/20/2014 | 1,710,027.03    |
| 12. Indio Development Part Time                 | City Funds       | 09/25/2014 thru 07/13/2015 |                 |
| 13. Indio Night work Water Line                 | Golden Valley    | 07/13/2015 thru 08/28/2015 | IWA             |
| 14. Hwy 111 Paving Project                      | Lee & Stires     | 9/14/2015 thru 11/00/2015  | 515,485.80      |
| 15. Adams, 39, 40th Espana                      | Lee & Stires     | 12/14/2015 thru 2/13/2016  | 1,479,191.40    |
| 16. Indio Water Night Work                      | Jone's           | 5/9/2016 thru 7/01/2016    |                 |
| 17. Dumbar & Jefferson                          | PTM              | 5/23/2016 thru 7/13/2016   | 231,132.00      |
| 18. Indio Development Part Time                 | City Funds       | 7/11/2016 thur 7/22/2016   |                 |
| 19. Requa sewer Valley San.                     | Downing          | 7/25/2016 thur 12/01/2018  | 12,565,000.00   |

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**Sent:** Monday, May 29, 2023 12:58 PM  
**To:** [Clerks](#)  
**Subject:** Online Form Submittal: Application for Public Body Appointment



## Application for Public Body Appointment

### Step 1

|                                                        |                              |
|--------------------------------------------------------|------------------------------|
| Public Body Applying For                               | Field not completed.         |
| Other Public Body Applying For (not in drop down list) | Roads and Streets Committiee |
| First Name                                             | Michael                      |
| Last Name                                              | Sick                         |
| Residence Address                                      | [REDACTED]                   |
| Mailing Address                                        | [REDACTED]                   |
| Phone Number(s)                                        | [REDACTED]                   |
| Email Address                                          | [REDACTED]                   |
| Is your residence within Town limits?                  | No                           |
| How long have you lived in the Chino Valley area?      | 25 years                     |
| Are you a qualified to vote even if not registered?    | Yes                          |
| Are you related to any Town employee                   | No                           |
| If yes, what is the employee's name?                   | Field not completed.         |

### Step 2

|                                                                                                                                                          |                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Have you ever served on a municipal public body? If yes, please note the name of the public body, the municipality served in, and length of time served. | No, but my expertise in road construction for major companies I believe would be an asset         |
| Why would you like to be appointed to this position?                                                                                                     | I believe my background in road construction for many years would be an advantage to Chino Valley |

|                                                                 |                                                                               |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------|
| What do you believe is the key responsibility of this position? | Help with planning and applying my skills to better the roads in Chino Valley |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------|

|                                                                          |                                                                                                                                                                        |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What experience, skills, and qualities would you bring to this position? | Many skills that I have used in the past years as project managing roads and bridges for major companies. I am now retired and have time to contribute to this effort. |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

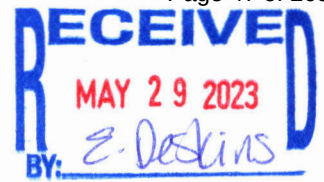
|                                                                                                                                      |                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| To help our review committee get to know you better, please attach a RESUME or SUMMARY of previous training, skills, and experience. | <a href="#">Mike Sick Resume Complete (3).doc</a> |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|

|                            |                   |
|----------------------------|-------------------|
| Date Application Submitted | 5/29/2023 1:00 PM |
|----------------------------|-------------------|

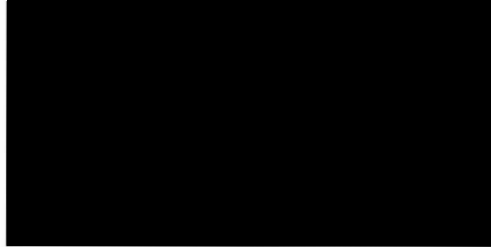
Email not displaying correctly? [View it in your browser.](#)

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!





Michael Sick



May 29<sup>th</sup> 2023

To Whom It May Concern,

I would welcome an opportunity to present myself as a well-qualified candidate for the role of Streets and Roads consultant for the city of Chino Valley. Knowing that you are in need of a candidate to help with the streets and roads in Chino Valley I think my credentials should be of interest to you. I have served in many capacities on various heavy highway construction projects, ranging from one to sixty million dollars, as references can confirm.

My range of experience includes setting up projects from start to finish, project scheduling, coordination of subcontractors and suppliers, and communication/negotiations with agencies. I also have extensive expertise in tracking quantities, cost analysis for project force accounts, and change orders, using Microsoft Excel. Project types that I have managed include large excavation, concrete structure, and asphalt paving.

Please feel free to call me anytime at home or on my mobile phone to schedule an interview.

Sincerely,

Michael Sick

# C. MICHAEL SICK

## EDUCATION

---

1972            Bismark Junior College   Bismark, ND  
*Civil Engineering*

1973–1979     Arizona State University   Tempe, AZ  
*Engineering and Surveying*

1973–1979     Phoenix College   Phoenix, AZ  
*Engineering and Surveying*

## BACKGROUND

---

I have been in the construction industry since high school, and have served as area manager, project manager, project supervisor, project engineer/field engineer, survey coordinator, excavation/utility superintendent, and heavy equipment operator on projects ranging from one to 60 million dollars.

My duties as project manager have consisted of the following:

- Setup of projects from start to finish
- Setup of project scheduling
- Coordination of subcontractors and suppliers
- Written/oral communication and negotiations with agencies
- Maintenance of project records and quantities
- Cost analysis for project force accounts and change orders
- Management of crews for project construction

## PROFESSIONAL EXPERIENCE

---

Headwaters Construction

*Owner, 2005- present*

July 2010 –January 2008

S.J.Louis Construction

Project Manager

December 2007– January 2006

Fisher Sand and Gravel dba Southwest Asphalt Paving

*Project Manager*

December 2005 – April 2005

Grady Quality Excavating, Inc.

*Operation Manager*

April 2005 – August 2003

R.E. Monks Construction

*Project Manager*

August 2003 – May 2001

Pulice Construction

*Project Manager*

April 2001 – June 1998

Sundt Construction, Inc.

*Area Manager for Northern Arizona and New Mexico*

May 1998 – April 1996

Vastco, Inc.

*Vice President and Project Manager (Part Owner)*

May 1996 – April 1986

FNF Construction Co.

*Project Manager*



April 1986 – July 1974  
M.M. Sundt Construction Co.  
*Project Superintendent, Excavation and Utilities Superintendent, Project  
and Field Engineer, Survey Coordinator*

June 1974 – February 1973  
Johannesson and Girand  
*Survey Party Chief*

February 1973 – May 1971  
Toman Engineering Co.  
*Survey Party Chief*

ADDITIONAL TRAINING

|                                  |                                |                     |
|----------------------------------|--------------------------------|---------------------|
| SWPPP and Environmental Concerns |                                | December 2006       |
| Hazardous Waste Operation        |                                | 40 Hours            |
| Hazardous Waste Operation        |                                | 8 Hours Supervisory |
| OSHA                             | Construction Safety and Health | 10 Hours            |

AWARDS

|                      |                                                                                                                  |
|----------------------|------------------------------------------------------------------------------------------------------------------|
| Los Alamos           | 2000 Excellence in Construction for Core of Engineers<br>Pajarito Canyon Flood Retention Structure in Los Alamos |
| Numerous ADOT Awards |                                                                                                                  |



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. d.

**Meeting Date:** 06/27/2023  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
**Department:** Public Works  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2023-1230, designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.

#### RECOMMENDED ACTION:

Approve Resolution No. 2023-1230 designating Frank Marbury and Terri Denemy as the Authorized Representative and Alternate Authorized Representative to the Arizona Department of Emergency and Military Affairs for the purpose of obtaining financial assistance under the Disaster Relief Act.

#### SITUATION AND ANALYSIS:

In order to apply for and receive financial assistance related to the 2023 Camp Verde Flooding declaration for the storms on and around March 15, 2023, which included the Granite Creek Flooding event at Perkinsville Road, the Department of Emergency and Military Affairs requires the Town Council to appoint an authorized representative and an alternate authorized representative.

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

#### Attachments

RES - 2023-1230 - Designating DEMA Authorized Representatives

**RESOLUTION NO. 2023-1230**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DESIGNATING THE TOWN'S REPRESENTATIVES AUTHORIZED TO EXECUTE AND DELIVER APPLICATIONS TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR FINANCIAL ASSISTANCE UNDER THE DISASTER RELIEF ACT; AUTHORIZING THE SUBMISSION OF FORMS DESIGNATING THE REPRESENTATIVES TO ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS; AND AUTHORIZING THE REPRESENTATIVES TO EXECUTE AND DELIVER APPLICATIONS FOR SUCH ASSISTANCE ON BEHALF OF THE TOWN OF CHINO VALLEY.**

**BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. Public Works Director Frank Marbury and Assistant to the Town Manager Terri Denemy are hereby designated as the Town's Authorized Representative and Alternate Authorized Representative, respectively, to execute and deliver applications on behalf of the Town of Chino Valley to obtain financial assistance from the Arizona Department of Emergency and Military Affairs ("DEMA").

SECTION 2. The Designation of Applicant's Authorized Representative Form and the Designation of Alternate Applicant's Authorized Representative Form are hereby approved in substantially the forms attached hereto as Exhibit A and incorporated herein by reference, and submission of said forms to DEMA is hereby authorized.

SECTION 3. Public Works Director Frank Marbury and Assistant to the Town Manager Terri Denemy are hereby authorized to execute and deliver applications to DEMA for financial assistance on behalf of the Town of Chino Valley.

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

(SIGNATURES ON THE FOLLOWING PAGE)



**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

\_\_\_\_\_  
Jack W. Miller, Mayor

ATTEST:

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1230 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was \_\_\_\_ ayes and \_\_\_\_ nays and \_\_\_\_ abstentions. \_\_\_\_ Council members were absent or excused.

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

EXHIBIT A  
TO  
RESOLUTION NO. 2023-1230

[Forms Designating Authorized and Alternate Authorized Representatives]

See the following pages.

# ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AUTHORIZED REPRESENTATIVE** for the following:

Select program(s) ☒ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☒ Until further notice ☐ Only Event \_\_\_\_\_ ☐ From \_\_\_\_\_ to \_\_\_\_\_

Applicant: Town of Chino Valley

## CERTIFICATION

I, Jack W. Miller, duly appointed and Mayor of  
(Authorizing Official's Name) (Title)

Town of Chino Valley, do hereby certify that the information below is true and correct,  
(Applicant)

based on a resolution passed and approved (**attached**) by the Town Council  
(Governing Body)

of Town of Chino Valley on the 27th day of June, 2023.  
(Applicant) (day) (month) (year)

Frank Marbury has been designated as the Applicant's Authorized Representative  
(Name of Designated Applicant's Authorized Representative)

to act on behalf of Town of Chino Valley.  
(Applicant)

\_\_\_\_\_  
(Authorizing Official's Signature) Mayor (Title) \_\_\_\_\_ (Date)

*This document **MUST** be accompanied by a copy of the Resolution or Meeting Minutes by  
your governing board which designated the Applicant's Authorized Representative.*

## Designated Applicant's Authorized Representative

Name Frank Marbury

Title/Official Position Public Works Director

Full Mailing Address 202 N State Route 89 Chino Valley, AZ 86323

Email Address fmarbury@chinoaz.net

Daytime Telephone Number 928-636-3401 Cell \_\_\_\_\_  
(Please include area code and extension if not a direct number)

**For DEMA Use Only**

Received By: \_\_\_\_\_  
(Initials & Date)

January 2023

Form #AZ PA 204-4



# ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

## DESIGNATION OF ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE FORM

The intent of this **DESIGNATION** is to appoint an ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE for the following:

Select program(s) ☒ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☒ Until further notice ☐ Only Event \_\_\_\_\_ ☐ From \_\_\_\_\_ to \_\_\_\_\_

Applicant: Town of Chino Valley

### CERTIFICATION

I, Jack W. Miller, duly appointed and Mayor of  
(Authorizing Official's Name) (Title)

Town of Chino Valley, do hereby certify that the information below is true and correct,  
(Applicant)

based on a resolution passed and approved (**attached**) by the Town Council  
(Governing Body)

of Town of Chino Valley on the 27th day of June, 2023.  
(Applicant) (day) (month) (year)

Terri Denemy has been designated as the Alternate Applicant's Authorized  
(Name of Designated Alternate Applicant's Authorized Representative)

Representative to act on behalf of Town of Chino Valley.  
(Applicant)

\_\_\_\_\_  
(Authorizing Official's Signature) Mayor (Title) (Date)

*This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Alternate Applicant's Authorized Representative.*

### Designated Alternate Applicant's Authorized Representative

Name Terri Denemy

Title/Official Position Assistant to the Town Manager

Full Mailing Address 202 N State Route 89 Chino Valley, AZ 86323

Email Address tdenemy@chinoaz.net

Daytime Telephone Number 928-636-2646, 1301 Cell \_\_\_\_\_  
(Please include area code and extension if not a direct number)

**For DEMA Use Only**

Received By: \_\_\_\_\_  
(Initials & Date)

January 2023

Form #AZ PA 204-4



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. e.

**Meeting Date:** 06/27/2023  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
**Department:** Public Works  
**Estimated length of staff presentation:** None  
**Physical location of item:** State Route 89

#### AGENDA ITEM TITLE:

Consideration and possible action to award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of \$100,128.

#### RECOMMENDED ACTION:

Award a one-year contract to Titan Landscaping for landscape maintenance services along State Route 89 in the amount of \$100,128.

#### SITUATION AND ANALYSIS:

Intergovernmental Agreement 13-0001356I dated April 8, 2014 between the State of Arizona and the Town of Chino Valley indicates the Town is responsible for landscaping and weed control, including median from mile post MP 324 (approx. 1/4 mile south of Kalinich Ave.) to 330.5 (approx. Jack Dale Dr.) on State Route 89.

The Town advertised an Invitation for Bids for SR-89 Right-of-Way Landscape Maintenance Services on May 23, 2023. Landscape maintenance services include general cleanup, removal, and disposal of litter and debris, clearing plant growth by mowing, trimming, edge trimming, and weed control treatment. Maps identifying each work area are included in the contract.

On June 14, 2023, two bids were received as follows:

|                                   | Monthly Cost | Annual Cost  |
|-----------------------------------|--------------|--------------|
| Titan Landscaping<br>Prescott, AZ | \$8,344.00   | \$100,128.00 |
| Zebrascapes LLC                   | \$13,740.35  | \$164,884.20 |

The contract is for one year with the option of four successive one-year terms with Town approval for each additional one-year term (including any price adjustments).

#### Fiscal Impact

**Fiscal Impact?:** \$100,128

**If Yes, Budget Code:** 02-785396

**Available:**

**Funding Source:**

Budgeted in the Highway 89 Maintenance line item.

Monthly cost of \$8,344

Annual cost of \$100,128

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**Attachments**

Offer

Price Sheet

Full Contract

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**TOWN OF CHINO VALLEY  
PUBLIC WORKS DEPARTMENT**

**OFFER**

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below), and any amendments thereto, together with all Exhibits, Specifications, Plans, and other documents included as part of this Contract (the "Contract Documents").

For Bid clarification, contact:

|                                                                                                         |                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <u>13044340-F</u><br>Arizona Transaction Privilege Tax License No.                                      | <u>Matt Koehler Titan Landscaping</u><br>Name                                                                                         |
| <u>10174948</u><br>Arizona Corporation Commission File No.                                              | <u>928-713-9701</u><br>Telephone                                                                                                      |
| <u>01-0585023</u><br>Federal Employer ID No.                                                            | <u>928-771-1070</u><br>Facsimile                                                                                                      |
| <u>Koehler Enterprises Inc.</u><br>Contractor Name                                                      | <u>Matt@Titanlandscaping.net</u><br>Email                                                                                             |
| <u>P.O. Box 12348</u><br>Address                                                                        | <br><b>Authorized Signature for the Contractor</b> |
| <u>Prescott</u> <u>AZ</u> <u>86304</u><br>City                      State                      Zip Code | <u>Matt Koehler</u><br>Printed Name                                                                                                   |
|                                                                                                         | <u>President</u><br>Title                                                                                                             |

| <b>ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)</b>    |                                                                                     |                      |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------|
| Effective Date: _____                                             | Contract No.: _____                                                                 | Official File: _____ |
| <b>TOWN OF CHINO VALLEY,</b><br>an Arizona municipal corporation  |                                                                                     |                      |
| _____<br><b>Jack W. Miller, Mayor</b>                             |                                                                                     |                      |
| <b>ATTEST:</b><br><br>_____<br><b>Erin N. Deskins, Town Clerk</b> | <b>APPROVED AS TO FORM:</b><br><br>_____<br><b>Andrew J. McGuire, Town Attorney</b> |                      |

## Exhibit B – Price Sheet

PRICE SHEET

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. Pricing shall include everything to complete the Scope of Work, including all personnel, equipment, travel time, and supplies.**

| Landscape Maintenance Services Area Code | Approximate Area (SF) | Annual Cycles (Frequency) | Cost Per Service*        | Total Annual Cost.*  |
|------------------------------------------|-----------------------|---------------------------|--------------------------|----------------------|
| SR01                                     | 200,000               | Monthly                   | \$ 466.00                | \$ 5,592.00          |
| SR02                                     | 132,000               | Monthly                   | \$ 308.00                | \$ 3,696.00          |
| SR03                                     | 84,000                | Monthly                   | \$ 196.00                | \$ 2,352.00          |
| SR04                                     | 67,000                | Monthly                   | \$ 156.00                | \$ 1,872.00          |
| SR05                                     | 125,000               | Monthly                   | \$ 292.00                | \$ 3,504.00          |
| SR06                                     | 130,000               | Monthly                   | \$ 303.00                | \$ 3,636.00          |
| SR07                                     | 65,000                | Monthly                   | \$ 152.00                | \$ 1,824.00          |
| SR08                                     | 67,000                | Monthly                   | \$ 129.00                | \$ 1,548.00          |
| SR09                                     | 41,000                | Monthly                   | \$ 96.00                 | \$ 1,152.00          |
| SR10                                     | 7,000                 | Monthly                   | \$ 17.00                 | \$ 204.00            |
| SR11                                     | 48,000                | Monthly                   | \$ 112.00                | \$ 1,344.00          |
| SR12                                     | 50,000                | Monthly                   | \$ 117.00                | \$ 1,404.00          |
| SR13                                     | 364,000               | Monthly                   | \$ 848.00                | \$ 10,176.00         |
| SR14                                     | 120,000               | Monthly                   | \$ 280.00                | \$ 3,360.00          |
| SR15                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR16                                     | 18,000                | Monthly                   | \$ 42.00                 | \$ 504.00            |
| SR17                                     | 80,000                | Monthly                   | \$ 186.00                | \$ 2,232.00          |
| SR18                                     | 50,000                | Monthly                   | \$ 116.00                | \$ 1,392.00          |
| SR19                                     | 50,000                | Monthly                   | \$ 116.00                | \$ 1,392.00          |
| SR20                                     | 28,000                | Monthly                   | \$ 65.00                 | \$ 780.00            |
| SR21                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR22                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR23                                     | 75,000                | Monthly                   | \$ 174.00                | \$ 2,088.00          |
| SR24                                     | 11,000                | Monthly                   | \$ 26.00                 | \$ 312.00            |
| SR25                                     | 13,000                | Monthly                   | \$ 31.00                 | \$ 372.00            |
| SR26                                     | 29,000                | Monthly                   | \$ 68.00                 | \$ 816.00            |
| SR27                                     | 330,000               | Monthly                   | \$ 769.00                | \$ 9,228.00          |
| SR28                                     | 208,000               | Monthly                   | \$ 485.00                | \$ 5,820.00          |
| SR29                                     | 110,000               | Monthly                   | \$ 257.00                | \$ 3,084.00          |
| SR30                                     | 80,000                | Monthly                   | \$ 210.00                | \$ 2,520.00          |
| SR31                                     | 4,000                 | Monthly                   | \$ 10.00                 | \$ 120.00            |
| SR32                                     | 12,000                | Monthly                   | \$ 28.00                 | \$ 336.00            |
| SR33                                     | 6,000                 | Monthly                   | \$ 14.00                 | \$ 168.00            |
| SR34                                     | 3,000                 | Monthly                   | \$ 7.00                  | \$ 84.00             |
| SR35                                     | 530,000               | Monthly                   | \$ 1,235.00              | \$ 14,820.00         |
| SR36                                     | 115,000               | Monthly                   | \$ 268.00                | \$ 3,216.00          |
| <b>TOTAL SQUARE FOOTAGE</b>              | <b>4,116,000</b>      |                           | <b>TOTAL ANNUAL COST</b> | <b>\$ 100,128.00</b> |

\*All bids are presumed to include all applicable taxes.



# INVITATION FOR BIDS

Town of Chino Valley  
Public Works Department  
1982 Voss Drive  
Chino Valley, Arizona 86323

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## SOLICITATION INFORMATION AND SCHEDULE

Solicitation Title: **SR-89 Right-of-Way Landscape Maintenance Services**

Release Date: **Tuesday, May 23, 2023**

Advertisement Dates: **May 23 – May 26, 2023 – Prescott Daily Courier**

**Non-Mandatory**  
Prospective Bidders' Conference: **Wednesday, May 31, 2023**  
**10:00 a.m.** (local time, Chino Valley, Arizona)  
Public Work/Development Services Conference Room  
1982 Voss Drive, #201  
Chino Valley, Arizona 86323

Final Date for Inquiries: **Friday June 2, 2023**

Bid Deadline: **Wednesday June 14, 2023**  
3:00 p.m. (local time, Chino Valley, Arizona)

Bid Opening: **Wednesday June 14, 2023**  
3:00 p.m. (local time, Chino Valley, Arizona)

Town Representative: Scott Balck [sbalck@chinoaz.net](mailto:sbalck@chinoaz.net)  
Eng. Project Manager 928-636-3403, Ext. 3403

In accordance with the Town of Chino Valley Procurement Policy, competitive sealed Bids for the services specified herein will be received at the Town of Chino Valley Public Works Department at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened, and the Bid Price read. Bids must be in the actual possession of the Public Works Department on, or prior to, the Bid Deadline. Late Bids will not be considered and will be returned unopened. Each Bid shall be submitted in a sealed envelope with the Solicitation Name and the Bidder's name and address clearly indicated on the front of the envelope.

Copies of the Contract Documents, including plans and specifications, are available for download from the Town's website at <https://www.chinoaz.net/bids.aspx> beginning Tuesday, May 23, 2023 at 7:00 a. m.

The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.



The Contract Documents are available for the sole purpose of obtaining Bids on the Work and do not confer any license or grant of use.

**TOWN OF CHINO VALLEY  
PUBLIC WORKS DEPARTMENT**

**OFFER**

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below), and any amendments thereto, together with all Exhibits, Specifications, Plans, and other documents included as part of this Contract (the "Contract Documents").

For Bid clarification, contact:

|                                                                                                         |                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <u>13044340-F</u><br>Arizona Transaction Privilege Tax License No.                                      | <u>Matt Koehler Titan Landscaping</u><br>Name                                                                                                |
| <u>10174948</u><br>Arizona Corporation Commission File No.                                              | <u>928-713-9701</u><br>Telephone                                                                                                             |
| <u>01-0585023</u><br>Federal Employer ID No.                                                            | <u>928-771-1070</u><br>Facsimile                                                                                                             |
| <u>Koehler Enterprises Inc.</u><br>Contractor Name                                                      | <u>Matt@Titanlandscaping.net</u><br>Email                                                                                                    |
| <u>PO Box 12348</u><br>Address                                                                          | <u></u><br><b>Authorized Signature for the Contractor</b> |
| <u>Prescott</u> <u>AZ</u> <u>86304</u><br>City                      State                      Zip Code | <u>Matt Koehler</u><br>Printed Name                                                                                                          |
|                                                                                                         | <u>President</u><br>Title                                                                                                                    |

| <b>ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)</b>    |                                                                                     |                      |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------|
| Effective Date: _____                                             | Contract No.: _____                                                                 | Official File: _____ |
| <b>TOWN OF CHINO VALLEY,</b><br>an Arizona municipal corporation  |                                                                                     |                      |
| _____<br><b>Jack W. Miller, Mayor</b>                             |                                                                                     |                      |
| <b>ATTEST:</b><br><br>_____<br><b>Erin N. Deskins, Town Clerk</b> | <b>APPROVED AS TO FORM:</b><br><br>_____<br><b>Andrew J. McGuire, Town Attorney</b> |                      |

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**ARTICLE I - DEFINITIONS**

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the Town of Chino Valley Public Works Department to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification, or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order, or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, and (vii) any Plans, Specifications, or other documents attached, appended, or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 “Contractor” means the individual, partnership, corporation, or limited liability company that has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.

1.8 “Day(s)” means calendar day(s) unless otherwise specified.

1.9 “Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the Town’s Procurement Policy.

1.10 “Materials” means any personal property, including equipment, materials, replacements, and supplies provided by the Contractor in conjunction with this Contract, and shall include, in addition to materials incorporated in the Project, equipment, and other material used and/or consumed in the performance of Services or Work.

1.11 “Multiple Award” means an award of an indefinite-quantity contract for one or more similar products, commodities, or Services to more than one Bidder.



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1.12 “Price” means the total expenditure for a defined quantity of a commodity or service.

1.13 “Procurement Administrator” means a Town employee who has specifically been designated to act as a contact person to the Bidders and/or the Contractor relating to their IFB.

1.14 “Procurement Agent” means the Town Manager or authorized designee.

1.15 “Procurement Policy” means the Town’s Procurement Policy, as amended from time to time.

1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.17 “Qualifying Party” means an employee within the organization licensed in the categories included in this contract as defined by the State of Arizona Structural Pest Control Commission.

1.18 “Services” means the furnishing of labor, time, or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Policy.

1.19 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply, or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.20 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.21 “Town” means the Town of Chino Valley, an Arizona municipal corporation.

1.22 “Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.

1.23 “Work” means all labor, Materials, and equipment incorporated or to be incorporated in the Project necessary to accomplish the Services required by this Contract.

**ARTICLE II – BID PROCESS; BID AWARD**

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure one or more qualified, licensed Contractors to furnish labor, equipment, and material needed to provide landscape maintenance services along State Route 89 right-of-way through the Town of Chino Valley (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A, and

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incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the Town's needs. The Town does not guarantee any minimum or maximum amount of Services that the Town will request pursuant to the Contract. Due to the large number of areas covered by this Contract, Bidders are strongly encouraged to visit each site. A map with addresses, location information, and drawings is included as part of the Scope of Work. It is the Contractor's responsibility to examine and be familiar with each area's general conditions, improvements, and amenities.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town, including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or the Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met:

A. Irregular/Non-responsive Bids. The Town will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience, or requirements to perform the Services or provide the Materials.
2. Bidder has a record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate, or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work as part of this IFB are the minimum levels required, and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

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- i).
1. Offer, signed in ink by a person authorized to bind the Bidder (Page
  2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
  3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
  4. References (Exhibit D).
  5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).
  6. Contact information, including names, titles, office and mobile telephones, and email addresses, for the Bidder's owner, primary account representatives, and at least one reliable backup contact.
  7. Names and titles of the employees that meet the requirements of Sections 3.17(Z)(1)(b) and 3.17(Z)(2)(c).
  8. Monthly herbicide application report: one blank and at least one completed example.

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid, and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed or hand-delivered to the following address: Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email), or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email), or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered,



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amended, or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Policy.

**2.4 Inquiries; Interpretation of Specifications; Scope of Work.**

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work, or other Contract Documents, shall be submitted in writing or via email, directed to Scott Balck, Engineering Project Manager, at [sbalck@chinoaz.net](mailto:sbalck@chinoaz.net). Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via email will be mailed, sent via facsimile, and/or emailed to all parties who obtained an IFB package from the Town and who legibly provided a mailing address, facsimile, and/or email address to the Town. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Bidder submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page, and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town concerning this IFB will be available at:

Town of Chino Valley  
1982 Voss Drive, Chino Valley, Arizona 86323

And on the Town's website at <https://www.chinoaz.net/Bids.aspx>.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the Town Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data, and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products, and equipment include the phrase "*or equal*," Bidder may bid upon and use Materials, articles, products, and equipment that will perform equally the duties imposed by the general design. The Town Representative will have the final approval of all Materials, articles, products, and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Town Representative. Approvals for "equals"

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before Bid Opening may be requested in writing to the Town Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product, or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal, including any drawings, performance and test data, and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect, and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse the Contractor from any of the obligations or liabilities hereunder, or (3) entitle the Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the prices set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable transaction privilege, sales, or use taxes. In the event of a disparity between the unit price and the extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount

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offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures, or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting, or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.12 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Bidder in writing of such determination.

2.14 Bidder Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Bidders shall provide license and certification information with the Bid, attached as Exhibit C, and incorporated herein by reference. Upon the Town's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.



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A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total Bid Price does not include any Town allowances identified. For the purpose of this Solicitation, “successful completion” means completion of a project within the established schedule and budget, and “similar projects” resemble this Project in size, nature, and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder’s responsibility to ensure that all information is accurate and current. Bidder authorizes the Town’s representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town’s representative may conduct any investigation deemed necessary to determine the Bidder’s ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a Town employee, officer, agent, or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.15(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid Offer is genuine. Failure to sign the Bid Offer or signing it with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.17 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder’s Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder’s Offer indicates otherwise, or unless specifically provided within the Contract, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

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The Town's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the Town's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City, and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof, and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions, and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for **90 Days** after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the Town Procurement Policy.

### **ARTICLE III – GENERAL TERMS AND CONDITIONS**

#### **3.1 Term.**

A. Initial Term. This Contract shall be effective from the date it is fully executed by the Town and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (1) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (2) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend this Contract for an additional one-year term, and (3) the Town approves the additional one-year term in writing (including any price adjustments), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Contract shall cause this Contract to terminate at the end of the then-current term of this Contract; provided, however, that the Town may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (1) the Town is not currently in default, nor has been in default at any time

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prior to the Renewal Term, under any of the terms or conditions of this Contract, and (2) any and all Contractor claims, known and unknown, relating to this Contract, and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The Town shall pay the Contractor for Services completed and accepted by the Town at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the Town.

3.3 Payments.

A. Generally. The Contractor will be paid monthly based on the monthly invoices the Contractor submits to the Street Superintendent. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and include the Work Order number authorizing the transaction and shall be delivered to the Town Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. Excluding traffic control for extra work, traffic control costs must be included as part of the Contract's monthly landscape maintenance costs. The Contractor must prepay all transportation charges. If an invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

B. Extra Work. The Contractor shall bill the Town for Street Superintendent-authorized extra work performed each month, by area and scope of work, by separate invoice from the monthly landscape maintenance invoices. The Contractor may bill multiple extra work projects on a single itemized invoice, with separate line items for each extra work project. The Town will pay the Contractor based on these separate extra work invoices.

3.4 Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Contract shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Contractor.

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

3.6 Contractor Personnel. In addition to any applicable Specific Provisions in Section 3.17(Z), the Contractor shall provide experienced personnel capable of and devoted to the successful performance of the Services under this Contract. The Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. The Contractor agrees that, upon commencement of the Services to be performed under this Contract, Key Personnel will not be



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removed or replaced without prior written notice to the Town. The term “Key Personnel” means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer, and supervisory personnel. At least two of the Bidder’s Key Personnel must have a minimum of three years’ experience in similar projects (defined above), and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town’s representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, the Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

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

3.8 Licenses; Permits. The Contractor shall maintain in current status, for the duration of this Contract and any subsequent extension, all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. Copies of all Contractor licenses and permits shall be submitted with the Bid. Failure to submit copies thereof may cause the Bid to be deemed non-responsive. The Town has no obligation to provide the Contractor, its employees, or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. Licenses and permits shall include, but are not necessarily limited to, the following:

A. Arizona State Registrar of Contractor’s License. The Contractor shall hold, at a minimum, a valid CR-21 Landscaping and Irrigation Systems License as issued by the Arizona State Registrar of Contractors. The Contractor shall provide a copy of their Contractor’s License with the Bid, attached as Exhibit C. **Failure to provide a copy may deem the proposal non-responsive.**

B. Pesticide Business License. The Contractor shall have a valid Right-of-Way Pesticide Business License issued by the Pest Management Division of the Arizona Department of Agriculture. The Contractor shall provide a copy of their Right-of-Way Pesticide Business License with the Bid, attached as Exhibit C. **Failure to provide a copy may deem the proposal non-responsive.**

C. Qualified Applicator(s). The Contractor’s Qualified Applicator(s) shall be employed by the Contractor. The Contractor shall provide a copy of the name(s) and license number(s) of their Qualified Applicator(s), as issued by the Pest Management Division of the Arizona Department of Agriculture, with the Bid, attached as Exhibit C. **Failure to provide a copy may deem the proposal non-responsive.**

D. Qualifying Party. The Contractor’s Qualifying Party shall be employed by the Contractor. The Contractor shall provide a copy of the name and license number of their Qualifying Party, as issued by the Pest Management Division of the Arizona Department of

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Agriculture, with the Bid, attached as Exhibit C. **Failure to provide a copy may deem the proposal non-responsive.**

3.9 Materials; Equipment.

A. General. The Contractor shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1. Vehicles and Equipment.

a. All vehicles shall have standard signage as required by the Office of Pest Management.

b. The Contractor shall use trucks and vehicles licensed for use on public streets.

c. Vehicles and equipment shall be equipped with safety and directional lighting appropriate for the Work performed.

d. Vehicles and equipment used by the Contractor shall have signage on the left and right sides identifying the Contractor's company name or logo in sufficient size to indicate the nature of the business and work performed.

e. The Contractor shall provide and maintain, during the entire period of this Contract, equipment and vehicles sufficient in number, operational condition, and capacity to efficiently perform the Work in a safe manner and render satisfactory quality and timely services required by this Contract.

f. All Contractor employees shall be competent and have sufficient skill, knowledge, and experience in the proper and satisfactory operation of the vehicles and equipment necessary to perform the Work or Services required under this Contract. Equipment and vehicles used on any portion of the contracted areas shall be such that they will not damage property adjacent to the Work areas outlined in the Scope of Work.

g. All vehicles shall be maintained in good repair, appearance, and sanitary condition at all times. Truck beds and trailers shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. Equipment, machinery, component, or system failures that affect the safe operation of any equipment shall be corrected prior to usage.

2. Chemicals. All chemical controls shall be applied under the supervision of a licensed and qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law. The Contractor shall provide the Street Superintendent with a copy of the label and the Safety Data Sheet (SDS) for each

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pesticide used as part of this Contract a minimum of five working days prior to the product's use.

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

3.11 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party") for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes, or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.12 Changes; Cancellation. The Town reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for the Contractor's performance, an acceptable adjustment shall be made, and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the Town agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the Town or for lost profits, shipment of product, or costs incurred prior to issuance of a Work Order.

3.13 Insurance.

A. General.

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

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



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Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

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

5. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, the Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance

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requirements set forth herein protecting the Town and the Contractor. The Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

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

a. The Town, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 04 13 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. The Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials, and employees for any claims arising out of Work or Services performed by the Contractor under this Contract.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor

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to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. The Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Subsection.

**B. Required Insurance Coverage.**

1. Commercial General Liability. The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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



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

C. Cancellation and Expiration Notice. The Contractor shall provide at least 30 Days' prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

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

3.15 Termination; Cancellation. The Town may, by written notice to the Contractor as set forth in this Section, terminate this Contract in whole or in part.

A. For Town's Convenience. This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Contractor of written notice by the Town. Upon termination for convenience, the Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party, and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the Town upon 30 days' written notice to the Contractor in the event that the Services are permanently abandoned. If the Contractor abandons the Services without the consent of the Town, the Contractor shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to (1) the difference between the cost of a replacement Contractor to complete the Services and the Contract Price for the Contractor under this Contract; and (2) any additional charges, costs, fees, or expenses for labor, materials, or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Contractor. The Town shall use its best efforts to replace the Contractor within a reasonable time.

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

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

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

G. Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Contractor shall (1) immediately discontinue all Services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Contractor of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Contractor will be without liability or legal exposure to the Contractor. The Contractor shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

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**3.16 Suspension of Work.**

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

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

**3.17 Miscellaneous.**

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the Town. The Contractor, its employees, and Subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual Work of the Contractor, its employees, or Subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Contract so long as the Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and the Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future Town and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; however, Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included



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herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Contract will promptly be physically amended to make such insertion or correction.

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

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

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

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

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

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

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K. Liens. All Services or Materials shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

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

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

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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N. Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Subsection 3.17(M), of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

2. Late Performance. Late performance by a Subcontractor, unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.17(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.17(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 3.17(R) below, the Contractor's



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and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract, and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 3.17 (R) below. To the extent necessary for the Town to audit Records as set forth in this Subsection, the Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to the Contractor pursuant to this Contract. The Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Subsection. The Town shall give the Contractor or its Subcontractors reasonable advance notice of intended audits. The Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. 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 Contract and may result in the termination of this Contract by the Town.

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

T. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices, and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific quantities, configurations, or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If this Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

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

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

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

X. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. The Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and the Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Contract. The Town shall not be responsible for any disputes arising out of transactions made by others.

Y. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not 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 Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on the termination date of this Contract.

Z. Special Provisions.

1. Safety and Traffic Control.

a. The Contractor shall be fully responsible and liable for controlling traffic for this Contract in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), any Special Provisions included herein, and as required by the Arizona Department of Transportation (ADOT). The Contractor shall submit and receive an ADOT-authorized Traffic Control Plan (TCP) before beginning contract Work as necessary. Under this Contract, traffic includes all

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motor vehicles, bicyclists, and pedestrians along Town roadways, bike lanes, paths, and sidewalks.

b. The Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the Work area effectively and that motorists, bicyclists, pedestrians, and workers are protected from hazards and accidents.

c. The Contractor shall use the appropriate traffic barricading as set forth in the MUTCD and comply with the safety standards in American National Standard Institute (ANSI) 133.1 for all Work performed along roadways and within rights-of-way. All traffic control shall be submitted to ADOT for review and authorization. Copies of all ADOT-authorized traffic control plans shall be provided to the Street Superintendent a minimum of five working days prior to the start of Work.

d. It may be necessary to alter traffic control as authorized by ADOT. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the MUTCD; "Traffic Control for Streets and Highway Construction and Maintenance Operations," and the latest edition of the ADOT Traffic Control Manual. The most restrictive manual shall apply.

e. The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, or driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall always be maintained along the length of the project per the requirements of the Americans with Disabilities Act (ADA).

f. The Contractor's employees shall wear reflectorized vests in accordance with ANSI standards.

2. Contractor Personnel.

a. Contractor Employees. The Contractor's employees shall have adequate experience and skill to perform the Work. In addition, the Contractor shall provide adequate staffing to perform the Work safely and render satisfactory quality and timely services required by this Contract. The Contractor's employees and subcontractors shall not identify themselves as Town employees. Employees shall conduct themselves in such a manner as to avoid embarrassment to the Town and shall be courteous to the Town staff and the public.

b. Contractor Job Site Supervisor(s). The Contractor's Job Site Supervisor(s) shall possess industry-standard knowledge of grass mowing, weed removal, herbicide application, general landscape maintenance, and clean up, and be able to communicate in English, interact with Town personnel, and maintain

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written schedules. Qualifications shall be assessed for this position, and the assessment will directly impact any possible and applicable future contract extensions.

c. Minimum Experience, Certification, and License Requirements. The Contractor shall provide one Landscape Maintenance Supervisor with at least five years of experience in landscape maintenance supervision, who must be able to read, write, and speak English effectively; at least one employee with an Arizona Structural Pest Control Commission Qualifying Party license in the following categories: B5-Turf, Ornamental, and B3-Weed; and at least one employee with an Arizona Structural Pest Control Commission license, who shall have at least six months of experience as a Spray Applicator must be able to submit written plans and reports in English.

d. Contractor Employee Conduct and Dress Code. The Contractor shall furnish the Town with a current employee list upon the issuance of this Contract and shall update the list every time a staff change occurs. The Contractor's employees shall maintain proper conduct at all times. Employees shall respect other personnel in the Work area and not use abusive or inappropriate language and gestures toward other personnel. The failure of the Contractor to meet this requirement shall result in the permanent removal of the employee violating this provision while performing the Work. Only the Contractor's authorized employees are allowed in the Work areas. They shall not be accompanied in any Work area by non-employee minors, acquaintances, family members, or other persons. The failure of the Contractor to meet this requirement shall result in the permanent removal of any employee violating this provision while performing the Work. Employees shall dress neatly with badges or uniforms that identify them as the Contractor's employees and wear the appropriate safety apparel and personal protective equipment.

3. Business Hours of Operation. The Street Superintendent's work schedule is Monday through Thursday, 6:00 a. m. to 4:30 p. m., but is subject to change. This does not include Town holidays and personal time off.

4. Performance During Inclement Weather. During periods when excessive rainfall or snow hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by the weather. The prime factors in assigning Work shall be the safety of the workforce and damage to landscaping. During periods of excessive rainfall, the Contractor shall remove debris from storm water conveyance infrastructure, including retention and detention basins, ditches, drains, grates, channels, pipes, and culverts, and remove minor silt and debris from hardscaped areas, including driveways, sidewalks, paths, and curb-and-gutter areas, and keep all draining areas clear and in operating condition. The Contractor shall make every effort to make up monthly scheduled work delayed or postponed due to inclement weather.

5. Communication.



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a. Local Office. During the term of this Agreement, the Contractor shall establish and maintain a local office within Yavapai County. The Contractor's office shall have email capability.

b. Contact Person. The Contractor shall designate a representative to serve as the Street Superintendent's primary point of contact for communicating with the Contractor.

6. Annual Service Schedule. All Work shall be completed on the scheduled day or week and performed to the highest standards. All schedules and work plans must be authorized by ADOT and the Street Superintendent. The Contractor shall, within 10 working days after the effective date of this Contract, and if applicable, each year this Contract is renewed, submit an Annual Landscape Maintenance Service Schedule to the Street Superintendent to review and authorize. The Annual Landscape Maintenance Service Schedule shall be based on a 12-month, 52-week calendar identifying and delineating the time frames for the required Work by area, including any special or seasonal landscape maintenance services detailed herein. The Contractor shall submit revised annual service schedules to the Street Superintendent as needed. Annual service schedule changes shall be submitted to the Street Superintendent for review and authorization at least five working days before the revised service schedule starts.

7. Monthly Herbicide Application Reports. The Contractor shall prepare and provide separate monthly Herbicide Application Reports to the Street Superintendent. The reports must include but are not limited to, the date and time of the application, the weather conditions, the name of the applicator, the application area(s), the targeted plants (species), the name of the product(s) applied, the number of gallons of concentrated product applied, and the total number of gallons of mixed product and water applied.

8. Construction Activity and Maintenance Function. If construction activity prevents or limits the Contractor from performing certain maintenance operations, the Town, at its discretion, may remove, temporarily or permanently, the affected areas or maintenance functions from this Contract, and the Contract Price shall be reduced pro-rata as of the date the change became effective. The Town may also request the Contractor to modify maintenance operations, perform other maintenance operations, or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

9. Changes in Service. The Town reserves the right to make additions, deletions, and revisions to and/or otherwise modify the landscape maintenance service specifications, including adding and removing areas from the Scope of Work. The Town shall issue an official written contract modification for any service changes.

10. Extra Work. The Contractor shall submit a written scope of work and cost proposal for pre-authorization by the Street Superintendent before starting extra work and shall be attached hereto as Exhibit F and incorporated herein by reference. Extra work shall generally include but is not limited to general clean-up, removal, and disposal

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of litter and debris, clearing plant growth by mowing, trimming, edge trimming, and weed control treatment.

11. Arizona Department of Transportation (ADOT) Requirements – Annual Right-of-Way (ROW) Blanket Permit.

a. The Town shall coordinate with ADOT to “obtain a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State’s right-of-way.”

b. The Contractor shall:

i. Coordinate with ADOT’s Northwest District Permits office ([northwestpermit@azdot.gov](mailto:northwestpermit@azdot.gov)) to obtain an annual ROW blanket permit for landscape maintenance services.

ii. Provide ADOT with the information necessary for an annual blanket encroachment permit, including, but not limited to, a blanket encroachment permit application, appropriate insurance with endorsements, traffic control plans (per MUTCD standards), maps of the limits of the landscape maintenance services Scope of Work, and additional information if and as required by ADOT.

iii. Provide the ADOT area permits office with a work notification form and a traffic control plan at least three working days before starting Work.

iv. Follow all ADOT permit requirements. Failure to comply may result in ADOT issuing a work stoppage until the reason for the stoppage is corrected to ADOT’s satisfaction.

v. Provide the Street Superintendent a copy of the ADOT authorization to work under the Town’s annual Blanket Permit at least five days before starting work.

12. Work Hours. The Contractor shall perform Work at such times as to minimize disturbances and interference to residents, businesses, government operations, and vehicular, bicycle, and pedestrian circulation. Certain areas and maintenance tasks may have work-hour restrictions. Workdays and hours along SR-89 right-of-way must be authorized by ADOT.

Exhibit A – Scope of Work

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EXHIBIT A  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Scope of Work]

See following pages.

## SCOPE OF WORK

### LANDSCAPE MAINTENANCE SERVICES

#### 1. GENERAL INFORMATION

- 1.1 The awarded Contractor shall furnish labor, equipment, and material needed to provide landscape maintenance services along State Route 89 right-of-way through the Town of Chino Valley.
- 1.2 Landscape maintenance services include general cleanup, removal, and disposal of litter and debris, clearing plant growth by mowing, trimming, and edge trimming, and weed control treatment.
- 1.3 Scope of Work areas include medians, roundabouts, storm water collection, conveyance, and storage (retention/detention) areas, and other naturalized areas in State Route 89 right-of-way. Maps identifying each Work area are included in this Scope of Work.
- 1.4 Although the square footage for each area is included herein, it is the Contractor's responsibility to verify each area's location, size, condition, accessibility, improvements, amenities, and other pertinent details.
- 1.5 The Contractor shall have and maintain an email capability sufficient to handle the work capacity covered by this Contract and shall be able to receive work requests and other Contract-related communication via email.

#### 2. CONTRACT AREAS

- 2.1 State Route 89 Right-of-Way. Landscape maintenance along State Route 89 is separated into 36 defined areas. Following is the list of areas, SR01 through SR36, along with five descriptive attributes, (a) through (e), where (a) is the area's north and south extents, (b) is the area's relation to milepost signs, (c) is the area's location either east, west, or in the middle of SR-89, (d) is the area's boundary description, and (e) is the area's estimated square footage.

##### A. SR01

1. Mile Post 324 to Kalinich Avenue
2. Includes, and north of, Mile Post 324
3. East side of SR89
4. Mile Post 324 sign to Kalinich Avenue Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended varying approximately 55 to 75 feet off back of curb or edge of shoulder.
5. Area: 200,000 SF

##### B. SR02

1. Kalinich Avenue to Road 4 ½ South
2. Between Mile Posts 324 and 325



Exhibit A – Scope of Work

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3. East side of SR89
  4. Kalinich Avenue to Road 4 ½ South Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.
  5. Area: 132,000 SF
- C. SR03
1. Road 4 ½ South to Gheral Brownlow Drive
  2. Between Mile Posts 324 and 325
  3. East side of SR89
  4. Road 4 ½ South to Gheral Brownlow Drive Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 60 to 75 feet off back of curb or edge of shoulder.
  5. Area: 84,000 SF
- D. SR04
1. Gheral Brownlow Drive to Road 4 South
  2. Includes Mile Post 325
  3. East Side of SR89
  4. Gheral Brownlow Drive to Road 4 South, from edge of shoulder or back of curb to fence or fence line extended – varying approximately 30 to 70 feet back-curb.
  5. Area: 67,000 SF
- E. SR05
1. Road 4 South to Road 3 South
  2. Between Mile Posts 325 and 326
  3. East side of SR89
  4. Road 4 South to Road 3 South Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 30 to 70 feet off back of curb.
  5. Area: 125,000 SF
- F. SR06
1. Road 3 South to Road 2 South
  2. Includes Mile Post 326
  3. East side of SR89
  4. Road 3 South to Road 2 South Right-of-Way, from back of curb to fence or fence line extended - varying approximately 40 to 60 feet off back of curb.
  5. Area: 130,000 SF
- G. SR07
1. Road 2 South to Road 1 South
  2. Between Mile Posts 326 and 327
  3. East side of SR89

## Exhibit A – Scope of Work

4. Road 2 South to Road 1 South Right-of-Way, from back of curb to fence or fence line extended - varying approximately 45 to 70 feet off back of curb.
  5. Area: 65,000 SF
- H. SR08
1. Road 1 South to Center Street
  2. Includes Mile Post 327
  3. East side of SR89
  4. Road 1 South to Center Street Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 to 50 feet off back of curb.
  5. Area: 67,000 SF
- I. SR09
1. Center Street to Road 1 North
  2. Between Mile Posts 327 and 328
  3. East side of SR89
  4. Center Street to Road 1 North Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 to 55 feet off back of curb.
  5. Area: 41,000 SF
- J. SR10
1. Road 1 North to Road 2 North
  2. Includes Mile Post 328
  3. East side of SR89
  4. Road 1 North to Road 2 North Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present, or fence or fence line extended - varying approximately 10 feet off back of curb.
  5. Area: 7,000 SF
- K. SR11
1. Road 2 North to Perkinsville Road
  2. Between Mile Posts 328 and 329
  3. East side of SR89
  4. Road 2 North to Perkinsville Road Right-of-Way, from back of curb to west edge of Chino Valley Irrigation District concrete-lined ditch, where present - varying approximately 15 feet off back of curb.
  5. Area: 48,000 SF
- L. SR12
1. Perkinsville Road to Road 3 North
  2. Includes Mile Post 329
  3. East Side of SR89

## Exhibit A – Scope of Work

4. Perkinsville Road to Road 3 North Right-of-Way, from back of curb to fence or fence line extended - varying approximately 75 to 110 feet off back of curb.
  5. Area: 50,000 SF
- M. SR13
1. Road 3 North to Road 4 North
  2. Includes Mile Post 330
  3. East side of SR89
  4. Road 3 North to Road 4 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 65 to 80 feet off back of curb or edge of shoulder.
  5. Area: 364,000 SF
- N. SR14
1. Road 4 North to Mile Post 330.5
  2. Between Mile Posts 330.5 and 331
  3. East Side of SR89
  4. Road 4 North to Mile Post 330.5 Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.
  5. Area: 120,000 SF
- O. SR15
1. MP324 to Kalinich Avenue
  2. Includes Mile Post 324
  3. Middle of SR89
  4. Mile Post 324 sign to Kalinich Avenue Right-of-Way, median, edge of shoulder, or behind back of curb.
  5. Area: 110,000 SF (55,000 SF native grasses, 55,000 SF decorative rock)
- P. SR16
1. SR89 at Kalinich Avenue
  2. Between Mile Post 324 and 325
  3. Middle of SR89
  4. SR89 at intersection with Kalinich Avenue Right-of-Way, roundabout and triangular median to east, behind back of curb.
  5. Area: 18,000 SF
- Q. SR17
1. Kalinich Avenue to Road 4 ½ South
  2. Between Mile Posts 324 and 325
  3. Middle of SR89
  4. Kalinich Avenue to Road 4 ½ South Right-of-Way, median, behind back of curb.
  5. Area: 80,000 SF

Exhibit A – Scope of Work

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- R. SR18
1. Road 4 ½ South to Gheral Brownlow Drive
  2. Between Mile Posts 324 and 325
  3. Middle of SR89
  4. Road 4 ½ South to Gheral Brownlow Drive Right-of-Way, median, behind back of curb.
  5. Area: 50,000 SF
- S. R19
1. Gheral Brownlow Drive to Road 4 North
  2. Includes Mile Post 325
  3. Middle of SR89
  4. Gheral Brownlow Drive to Road 4 North Right-of-Way, median, behind back of curb.
  5. Area: 50,000 SF
- T. SR20
1. SR89 at Road 4 North
  2. Between Mile Posts 325 and 326
  3. Middle of SR89
  4. SR89 at intersection with Road 4 North Right-of-Way, roundabout and triangular medians to east and west, behind back of curb.
  5. Area: 28,000 SF
- U. SR21
1. Road 4 South to Road 3 South
  2. Between Mile Posts 325 and 326
  3. Middle of SR89
  4. Road 4 South to Road 3 South Right-of-Way, multiple medians, behind back of curb.
  5. Area: 110,000 SF
- V. SR22
1. Road 3 South to Road 2 South
  2. Includes Mile Post 326
  3. Middle of SR89
  4. Road 3 South to Road 2 South Right-of-Way, multiple medians, behind back of curb.
  5. Area: 110,000 SF
- W. SR23
1. Road 2 South to Road 1 South
  2. Between Mile Posts 326 and 327
  3. Middle of SR89
  4. Road 2 South to Road 1 South Right-of-Way, multiple medians, behind back of curb.
  5. Area: 75,000 SF



Exhibit A – Scope of Work

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- X. SR24
  - 1. Road 1 South to Fletcher Court
  - 2. Includes Mile Post 327
  - 3. Middle of SR89
  - 4. Road 1 South to Fletcher Court Right-of-Way, multiple medians – including concrete medians to north and south, behind back of curb.
  - 5. Area: 11,000 SF
  
- Y. SR25
  - 1. SR89 at Perkinsville Road
  - 2. Between Mile Posts 328 and 329
  - 3. Middle of SR89
  - 4. SR89 at intersection with Perkinsville Road Right-of-Way, roundabout and triangular concrete medians to north, east, south, and west, behind back of curb.
  - 5. Area: 13,000 SF
  
- Z. SR26
  - 1. SR89 at Road 4 North
  - 2. Between Mile Posts 330 and 331
  - 3. Middle of SR89
  - 4. SR89 at intersection with Road 4 North Right-of-Way, roundabout and triangular medians to north, east, south, and west, behind back of curb.
  - 5. Area: 29,000 SF
  
- AA. SR27
  - 1. MP324 to Outer Loop Road
  - 2. Includes Mile Posts 324 and 325
  - 3. West side of SR89
  - 4. Mile Post 324 to Outer Loop Road Right-of-Way, from edge of shoulder or back of curb to fence or fence line extended - varying approximately 35 to 75 feet off back of curb or edge of shoulder.
  - 5. Area: 330,000 SF
  
- BB. SR28
  - 1. Outer Loop Road to Road 2 South
  - 2. Includes Mile Post 326
  - 3. West side of SR89
  - 4. Outer Loop Road to Road 2 South Right-of-Way, from back of curb to fence or fence line extended – varying approximately 45 to 55 feet off back of curb.
  - 5. Area: 208,000 SF
  
- CC. SR29
  - 1. Road 2 South to Road 1 South
  - 2. Between Mile Posts 326 and 327
  - 3. West side of SR89

## Exhibit A – Scope of Work

4. Road 2 South to Road 1 South Right-of-Way, from back of curb to fence or fence line extended – varying approximately 30 to 45 feet off back of curb.
  5. Area: 110,000 SF
- DD. SR30
1. Road 1 South to Center Street
  2. Includes Mile Post 327
  3. West side of SR89
  4. Road 1 South to Center Street Right-of-Way, from back of curb to fence or fence line extended – varying approximately 20 to 65 feet off back of curb.
  5. Area: 80,000 SF
- EE. SR31
1. Center Street to Road 1 North
  2. Between Mile Posts 327 and 328
  3. West side of SR89
  4. Center Street to Road 1 North Right-of-Way, from back of curb to fence or fence line extended – varying approximately 20 feet off back of curb. Work shall be performed in the right-of-way in front of the property located at 424 N. State Route 89, parcel number 306-23-052D.
  5. Area: 4,000 SF
- FF. SR32
1. Road 1 North to Road 2 North
  2. Includes Mile Post 328
  3. West side of SR89
  4. Road 1 North to Road 2 North Right-of-Way, from back of curb to fence or fence line extended – varying approximately 15 feet off back of curb.
  5. Area: 12,000 SF
- GG. SR33
1. Road 2 North to Perkinsville Road
  2. Between Mile Posts 328 and 329
  3. West side of SR89
  4. Road 2 North to Perkinsville Road Right-of-Way, from back of curb to fence or fence line extended – varying approximately 15 feet off back of curb. Work shall be performed in the right-of-way in front of properties located at 1450 N. State Route 89, parcel number 306-20-018, and 1468 N. State Route 89, parcel number 306-20-014B.
  5. Area: 5,700 SF
- HH. SR34
1. Perkinsville Road to Road 3 North
  2. Includes Mile Post 329

## Exhibit A – Scope of Work

3. West Side of SR89
4. Perkinsville Road to Road 3 North Right-of-Way, from back of curb to approximately 2 feet behind back of concrete sidewalk at northwest corner of roundabout – varying approximately 7 to 25 feet behind back of curb.
5. Area: 3,000 SF

## II. SR35

1. Road 3 North to Road 4 North
2. Includes Mile Post 330
3. West side of SR89
4. Road 3 North to Road 4 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 55 to 75 feet off back of curb or edge of shoulder.
5. Area: 530,000 SF

## JJ. SR36

1. Road 4 North to Mile Post 330.5
2. Between Mile Posts 330 and 331
3. West Side of SR89
4. Road 4 North to Mile Post 330.5 North Right-of-Way, from back of curb or edge of shoulder to fence or fence line extended - varying approximately 75 to 80 feet off back of curb or edge of shoulder.
5. Area: 115,000 SF

3. **PROPERTIES NOT INCLUDED IN THE SCOPE OF WORK**

3.1 ***The right-of-way in front of the following properties, listed by address and parcel number, are NOT included in the Scope of Work.*** The Contractor shall perform no Work, including herbicide application, at any of the following properties.

- |                                           |                                            |
|-------------------------------------------|--------------------------------------------|
| ▪ 205 S. State Route 89, 306-29-011       | ▪ 1011 N. State Route 89, 306-20-031Z      |
| ▪ 189 S. State Route 89, 306-29-010       | ▪ 1031 N. State Route 89, 306-20-031Y      |
| ▪ 167 S State Route 89, 306-29-009B       | ▪ 1041 N. State Route 89, 306-20-031N      |
| ▪ N/A, 306-29-009                         | ▪ 1147 N. State Route 89, 306-20-031B      |
| ▪ 135 S. State Route 89, 306-29-008       | ▪ 1060 S. State Route 89, 306-33-003S      |
| ▪ 101 S. State Route 89, 306-29-007A      | ▪ 150 S. State Route 89, 306-29-015        |
| ▪ 87 S. State Route 89. 306-29-006C       | ▪ 18 N. State Route 89, 306-23-060A        |
| ▪ 23 S. State Route 89, 306-29-005G       | ▪ 48 N. State Route 89, 306-23-059H        |
| ▪ 579 N. State Route 89, 306-23-014A      | ▪ 78 N. State Route 89, 306-23-059A        |
| ▪ N/A, 306-23-010B                        | ▪ 96 N. State Route 89, 306-23-059M        |
| ▪ N/A, 306-23-010C                        | ▪ 98 N. State Route 89, 306-23-059L        |
| ▪ N/A, 306-23-010D                        | ▪ 100 N. State Route 89, 306-23-096C       |
| ▪ 665 N. State Route 89, 306-23-009       | ▪ 140 N. State Route 89. 306-23-096        |
| ▪ 735 & 739 N. State Route 89, 306-23-008 | ▪ 160 N. State Route 89, 306-23-096D       |
| ▪ 759 N. State Route 89, 306-23-006C      | ▪ 202 & 220 N. State Route 89, 306-23-047F |
| ▪ 945 N. State Route 89, 306-23-003U      | ▪ 238 N. State Route 89, 306-23-058        |
| ▪ 991 N. State Route 89, 306-23-004       |                                            |

## Exhibit A – Scope of Work

- 246 N. State Route 89, 306-23-057
- 378 N. State Route 89, 306-23-076C
- 448 & 474 N. State Route 89, 306-23-050C
- 932, 942, 944 N. State Route 89, 306-23-017G
- 980 N. State Route 89, 306-23-016D
- 990 N. State Route 89, 306-23-016H
- 1020 N. State Route 89, 306-20-030H
- 1090 N. State Route 89, 306-20-029D
- 1154 N. State Route 89, 306-20-028B
- 1150 N. State Route 89, 306-20-027
- 1204 N. State Route 89, 306-20-024D
- N/A, 306-20-024F
- 1272 N. State Route 89, 306-20-023
- 1304 N. State Route 89, 306-20-022
- 1328 N. State Route 89, 306-20-040
- 1376 N. State Route 89, 306-20-020H
- 1496 N. State Route 89, 306-20-014C
- 1524 N. State Route 89, 306-20-013
- 1578 N. State Route 89, 306-20-113
- 31 Butterfield Road, 306-06-032B
- 1910 S. State Route 89, 306-06-030F
- 1932, 1934, 1936, & 1938 N. State Route 89, 306-06-062C
- 1920, 1930, 1940, 1946, 1948, and 1950 N. State Route 89, 306-06-062D
- 2010, 2026, and 2028 N. State Route 89, 306-14-009C
- 2062 N. State Route 89, 306-14-007E

#### 4. **AREA LANDSCAPE MAINTENANCE SERVICE FREQUENCY**

##### 4.1 State Route 89 Right-of-Way

- A. Service frequency shall be monthly, 12 times a year, and on an on-call basis.

#### 5. **LANDSCAPE MAINTENANCE SERVICES**

##### 5.1 GENERAL LANDSCAPING MAINTENANCE SERVICES

- A. The Town reserves the right to change the service frequency of any area.
- B. The Town shall issue an official written contract modification through the Town Department of Public Works Engineering for any service frequency changes.
  - 1. The Contractor's Work shall not impede roadways, driveways, bike lanes, sidewalks, paths, vehicle or equipment access, or business access or operations.
  - 2. The Contractor shall complete landscape maintenance in one area before moving to the next area.
  - 3. The Contractor shall perform the landscape maintenance services detailed herein each month for areas along State Route 89 Right-of-Way and as requested as extra work. ADOT and the Street Superintendent shall review and authorize a schedule prepared by the Contractor. The Contractor shall create a schedule and staff accordingly to perform all Work on time and to the Town's satisfaction.

##### 5.2 SCHEDULED AND ON-CALL LANDSCAPE MAINTENANCE SERVICES



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Exhibit A – Scope of Work

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- A. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.
- B. State Route 89 Right-of-Way Areas
  - 1. The following landscape maintenance services below shall be performed monthly, and as requested, as extra work, at each area, during each visit, and shall be performed to the Town's satisfaction.
    - a. These services shall include, but are not limited to:
      - 1) Pick up and dispose of trash and debris BEFORE mowing, trimming, and/or edge trimming.
      - 2) Remove and/or redistribute dirt and/or decorative landscape rock from driveways, sidewalk, paths, and curb and gutter.
      - 3) Collect and dispose of tumbleweed.
      - 4) Remove and dispose of litter, debris, and plant material from the openings of culverts and storm drains pipes.
      - 5) Mow and trim grasses a maximum of 3" taller than the adjacent grade.
      - 6) Trim grasses in areas, including storm water retention basin sides and bottoms lined with large rock, uneven or steep slopes that are inefficient or unsafe for mowers, and around culverts and storm drain pipes with alternate mechanical methods to trim grasses preferably flush with the top of surrounding rocks but no more than a maximum of 3-inches taller than adjacent grade.
      - 7) Edge trim along the back side of all concrete, asphalt, and paver driveways, sidewalks, paths, and curbs and around all fire hydrants, sign posts, and utility poles and guy wires.
      - 8) Cleanup including sweeping or blowing of all driveways, sidewalks, and paths, raking, litter control, and debris removal, pickup, and disposal.
      - 9) Post-emergent weed control application.
      - 10) Landscape maintenance services shall NOT be performed in paved roadways or gravel shoulders.

Exhibit A – Scope of Work

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- 11) Landscape maintenance service boundaries may be unique at each roundabout and shall include the following:
  - i. The entire area inside of the roundabout behind the concrete back-of-curb including the concrete sidewalk and decorative landscape rock areas.
  - ii. The entire area inside of roadway medians, as part of the roundabout traffic control device infrastructure, behind the concrete back-of-curb, including concrete or paver-filled hardscaped medians and medians covered with decorative landscape rock.
  - iii. Any areas on the outside circumference/perimeter of the roundabout roadway in the landscape area behind the concrete back-of-curb covered with decorative landscape rock.
  - iv. Any areas on the outside circumference/perimeter of the roundabout roadway in the landscape area between the concrete back-of-curb and front of concrete sidewalk.
- 12) The following landscape maintenance services shall be performed annually, once per year, in June, or as agreed to between the Contractor and the Street Superintendent.
  - i. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.
  - ii. Rake “smooth” decorative landscape rock at medians and round-a-bouts. No extra payment shall be paid for this Work.
- 13) The following landscape maintenance services shall be performed two times per year, in February and June, or as agreed to between the Contractor and the Street Superintendent.

## Exhibit A – Scope of Work

- i. All Work described in this section shall be considered part of this Contract and no additional payments shall be provided
- ii. Cleanup, including sweeping or blowing, of all driveways, sidewalks, and paths, litter control, and debris removal, pickup, and disposal at all properties along SR-89 NOT on the monthly landscape maintenance service schedule.

## 6. HERBICIDE CONTROL

- 6.1 All Work described in this section shall be considered part of this Contract and no additional payments shall be provided.
- 6.2 The Contractor shall provide the Street Superintendent a written monthly herbicide application report. The report shall include, but is not limited to, the date and time of the application, the weather conditions, the name of the applicator, the area of the application, the targeted plant(s), the name of the product(s) applied, the number of gallons of concentrated product applied, and the total number of gallons of mixed product and water applied.
- 6.3 The Street Superintendent shall be provided with the label and Safety Data Sheet (SDS) for each pesticide used before the product is applied.

### 6.4 GRASS AND WEED CONTROL

- A. The Contractor shall maintain all areas with decorative landscape rock as weed free areas including behind curbs and sidewalks, and in medians and round-a-bout areas.
- B. The Contractor shall adhere to all Federal and State requirements for weed control, as established by the Arizona Structural Pest Control Commission.
- C. For this Contract any volunteer trees shall be considered weeds and shall be removed immediately, preferably by mechanical means.
- D. All pre- or post-emergent products shall be reviewed and authorized by the Street Superintendent.
- E. Pre-emergent Control
  - 1. All areas dressed with decomposed granite or natural ground shall be treated with pre-emergent herbicide twice yearly: spring (between March 15th and March 31st) and summer (between June 1st and June 15th) and in conjunction with a rainfall event (minimum precipitation of one-half inch (0.5 inch) when possible).

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Exhibit A – Scope of Work

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2. All pre-emergent applications shall be under the supervision of a Licensed Pest Control Applicator and applied as per manufacturer's specifications. The Contractor shall follow all Arizona State Pest Control Commission rules and regulations.
- F. Post-emergent Control
1. The Contractor shall maintain all areas free of weeds.
  2. The Contractor shall remove weeds manually or spray an herbicide whichever is more effective and appropriate.
  3. The Contractor shall not allow grass or weeds to grow in hardscaped and paved areas and shall remove dead weeds in hardscape and paved areas including, but not limited to driveways, sidewalks, paths, curbs, and gutters.
  4. Before applying herbicides, the type of grass/weed shall be identified, and the control product shall be selected accordingly, using the most effective control for the species, the location, and the season.
  5. All post-emergent applications shall be under the supervision of a Licensed Pest Control Applicator and applied as per manufacturer's specifications. The Contractor shall follow all Arizona State Pest Control Commission rules and regulations.
- G. The Contractor shall apply approved herbicide to remove broad-leafed and grass weeds. Weeds shall be controlled and not allowed to reach 3 inches in height or spread. The Contractor shall remove weeds by chemical or mechanical means as part of the scheduled landscape maintenance services.
- H. Areas Not Covered with Decorative Landscape Rock/Native Vegetation
1. The Contractor shall treat all noxious weeds with herbicide according to the Arizona Structural Pest Control Commission recommendations or as requested by the Street Superintendent.
  2. All perennial/noxious weeds within non-granite areas shall be treated with an approved systemic herbicide before reaching 3" in height and/or 3" in spread. All weeds and grasses in expansion joints of paved slopes and sidewalks shall also be treated with an approved herbicide before reaching 3" in height and/or 3" in spread.
  3. Any weed/grass beyond 3" in height/spread, shall be removed no later than two weeks following the treatment application, restoring disturbed area to its original condition by collecting and removing all residue.



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Exhibit A – Scope of Work

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## I. Areas Covered with Decorative Landscape Rock

1. The Contractor shall treat weeds within granite areas with an approved systemic herbicide before reaching 3” in height and/or 3” in spread. Any weed/grass beyond 3” in height/spread, shall be removed no later than four weeks following the treatment application, restoring disturbed area to its original condition by collecting and removing all residue.
2. The Contractor shall maintain the entire area free of weeds and grasses.
3. The Contractor shall restore all disturbed granite and earth to the original condition when manual weeding is completed.
4. The Contractor shall apply all chemical controls under the supervision of a licensed and qualified pest control Applicator, following the procedures set forth in the labeling of the product, as required by law. The Contractor will keep on file current documentation of all certifications and licenses for Qualifying Parties with the Street Superintendent.

[MAPS FOLLOW]

TOCV #2022-0006

04/24/23

# TOWN OF CHINO VALLEY

## LANDSCAPE MAINTENANCE SERVICES

### SHEET INDEX

| DESCRIPTION                   | SHEET #   | TOTAL SHEETS |
|-------------------------------|-----------|--------------|
| COVER SHEET.....              | 1         | 1            |
| VICINITY MAP.....             | 2         | 2            |
| SR-89 SHEET INDEX.....        | 3         | 3            |
| MILE POST 324.0 - 324.5 ..... | 4A - 4B   | 4-5          |
| MILE POST 324.5 - 325.0 ..... | 5A - 5B   | 6-7          |
| MILE POST 325.0 - 325.5 ..... | 6A - 6B   | 8-9          |
| MILE POST 325.5 - 326.0 ..... | 7A - 7B   | 10-11        |
| MILE POST 326.0 - 326.5 ..... | 8A - 8B   | 12-13        |
| MILE POST 326.5 - 327.0 ..... | 9A - 9B   | 14-15        |
| MILE POST 327.0 - 327.5 ..... | 10A - 10B | 16-17        |
| MILE POST 327.5 - 328.0 ..... | 11A - 11B | 18-19        |
| MILE POST 328.0 - 328.5.....  | 12A - 12B | 20-21        |
| MILE POST 328.5 - 329.0 ..... | 13A - 13B | 22-23        |
| MILE POST 329.0 - 329.5.....  | 14A - 14B | 24-25        |
| MILE POST 329.5 - 330.0 ..... | 15A - 15B | 26-27        |
| MILE POST 330.0 - 330.5.....  | 16A - 16B | 28-29        |

### LEGEND

NAP & — NOT-A-PART

▨ SR-89 LANDSCAPE MAINTENANCE (WEST-SIDE)

▨ SR-89 LANDSCAPE MAINTENANCE (MEDIANS)

▨ SR-89 LANDSCAPE MAINTENANCE (EAST-SIDE)

### CONTACTS

#### TOWN OF CHINO VALLEY

MARK DAVIS  
STREET SUPERINTENDENT  
2208 EQUESTRIAN WAY  
CHINO VALLEY, AZ 86323  
928-636-7140 X 1323  
MDAVIS@CHINOAZ.NET

PAUL SMITH  
ROADS FOREMAN  
2208 EQUESTRIAN WAY  
CHINO VALLEY, AZ 86323  
928-636-7140 X 1323  
PSMITH@CHINOAZ.NET

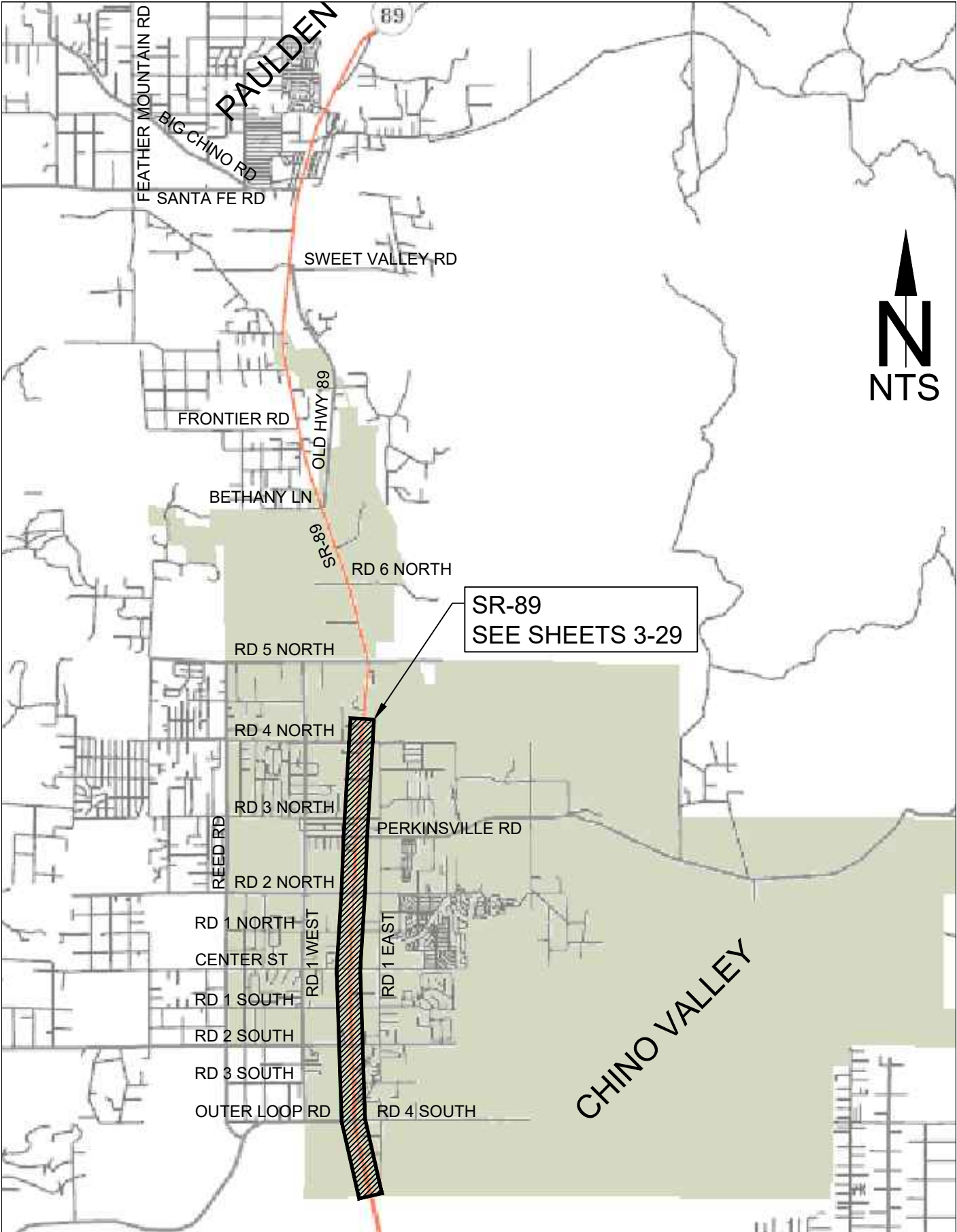
#### ARIZONA DEPARTMENT OF TRANSPORTATION

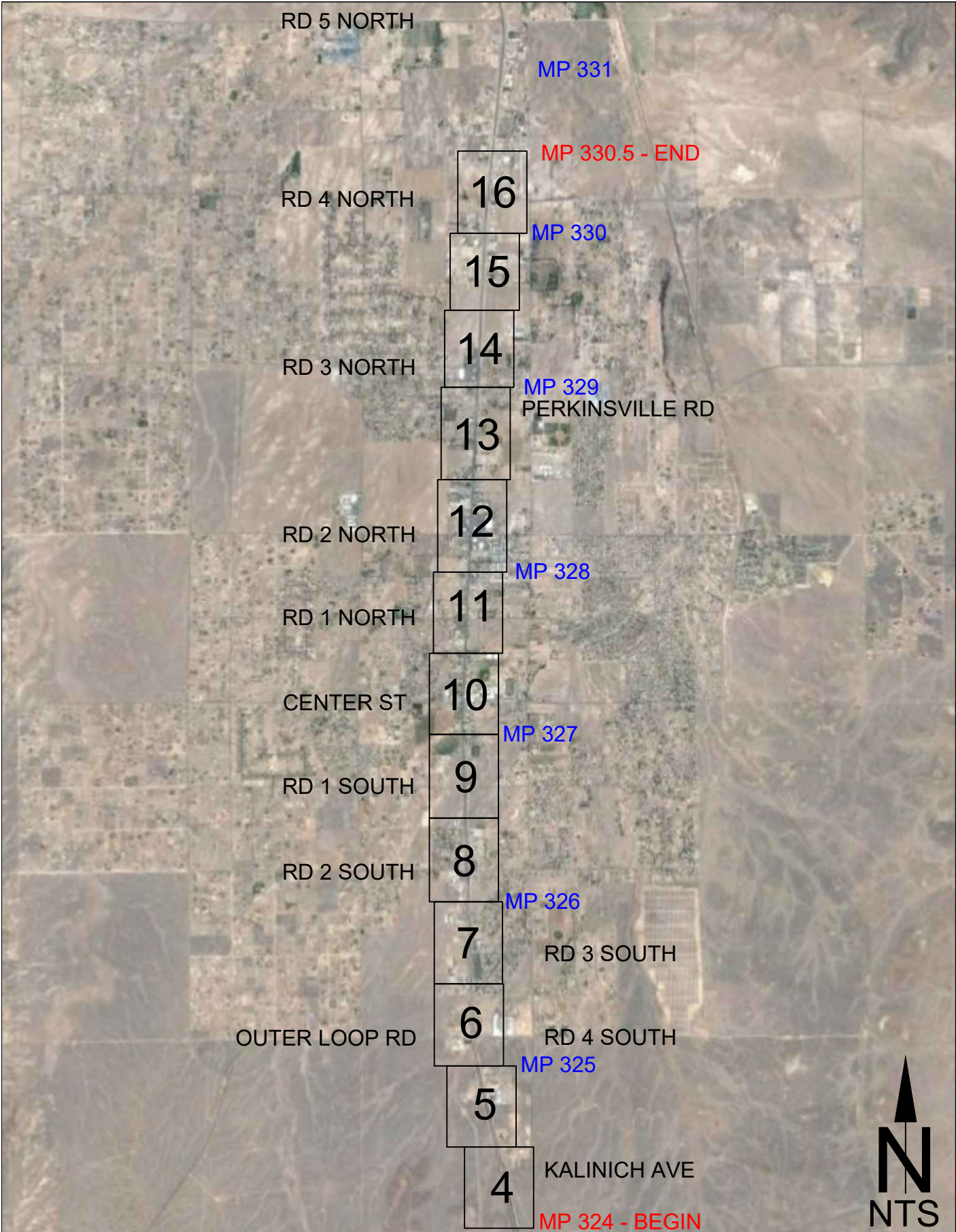
RICHARD PEREZ  
ADOT PRESCOTT PERMITS SUPERVISOR  
1109 E. COMMERCE DR.  
PRESCOTT, AZ 86305  
OFFICE 928-777-5861  
DIRECT 928-777-5874  
RPEREZ2@AZDOT.GOV  
NORTHWESTPERMIT@AZDOT.GOV

TROY KEATING  
ADOT PRESCOTT PERMITS TECH III  
1109 E. COMMERCE DR.  
PRESCOTT, AZ 86305  
OFFICE 928-777-5861  
DIRECT 928-777-5875  
TKEATING@AZDOT.GOV  
NORTHWESTPERMIT@AZDOT.GOV

## COVER SHEET

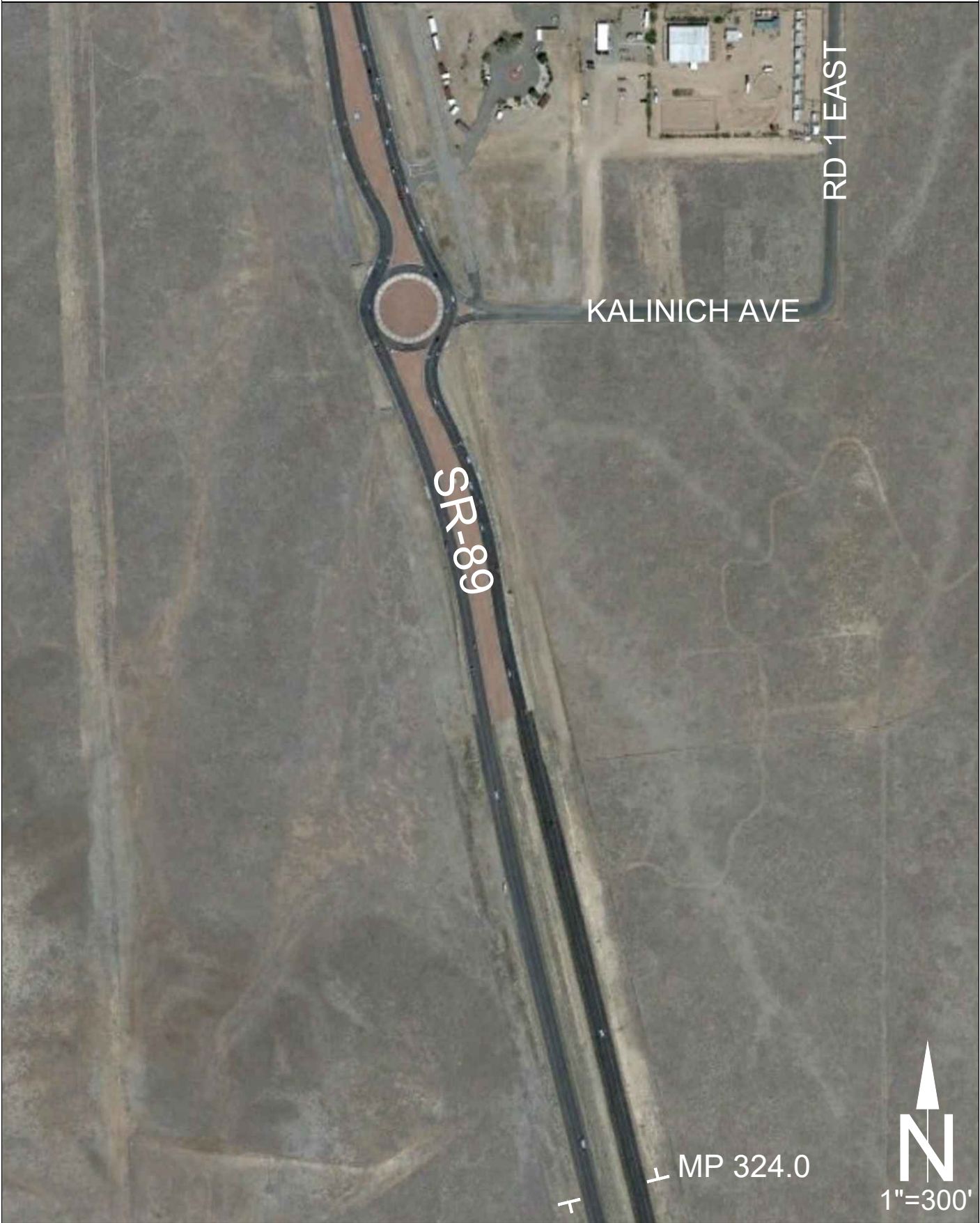
## 1 OF 29







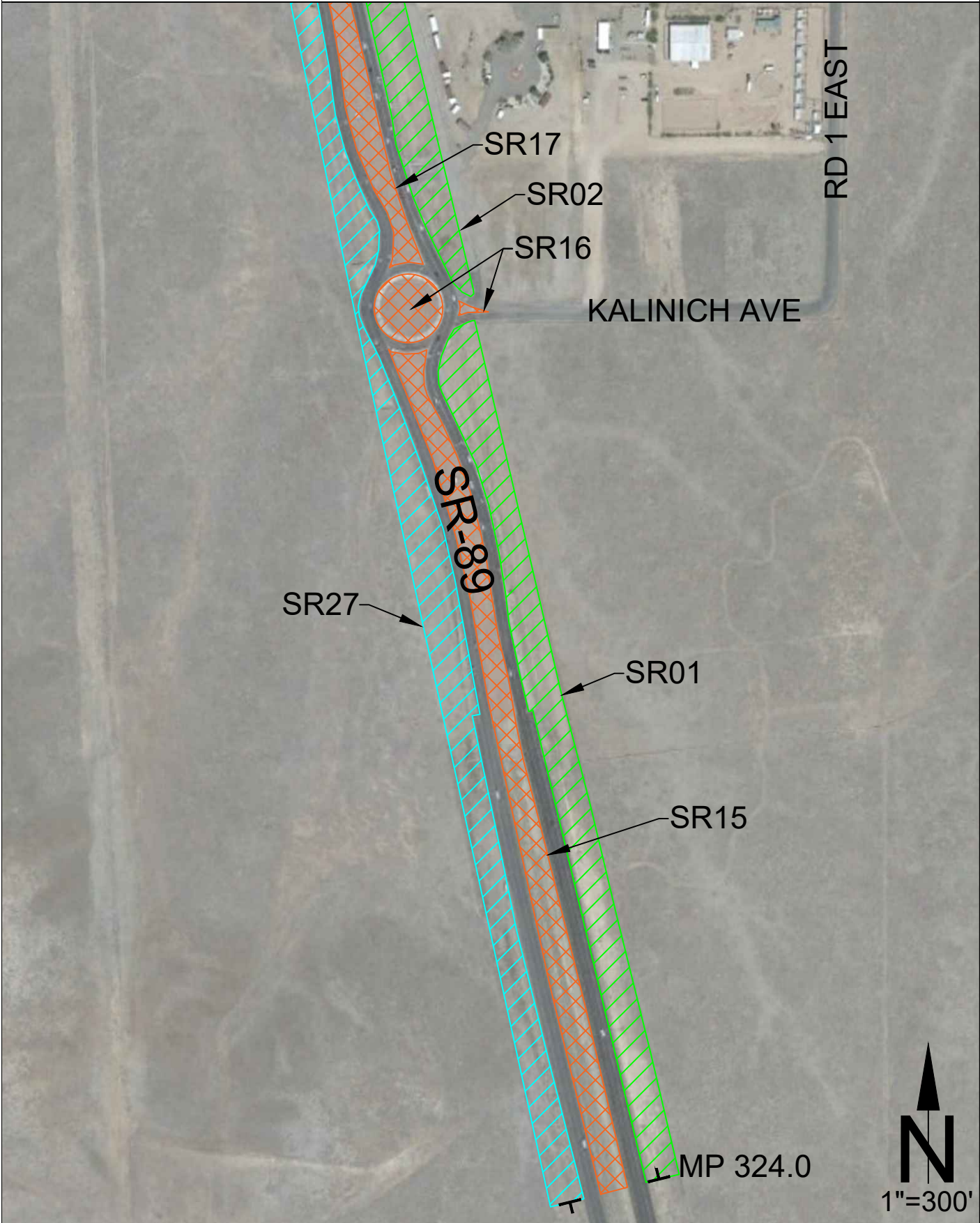
SEE SHEET 5A



MILEPOST 324.0 - 324.5

4A (4) OF 29

SEE SHEET 5B





SEE SHEET 6A

MP 325.0

GERAL BROWNLOW DR

RD 4 1/2 SOUTH

SR-89

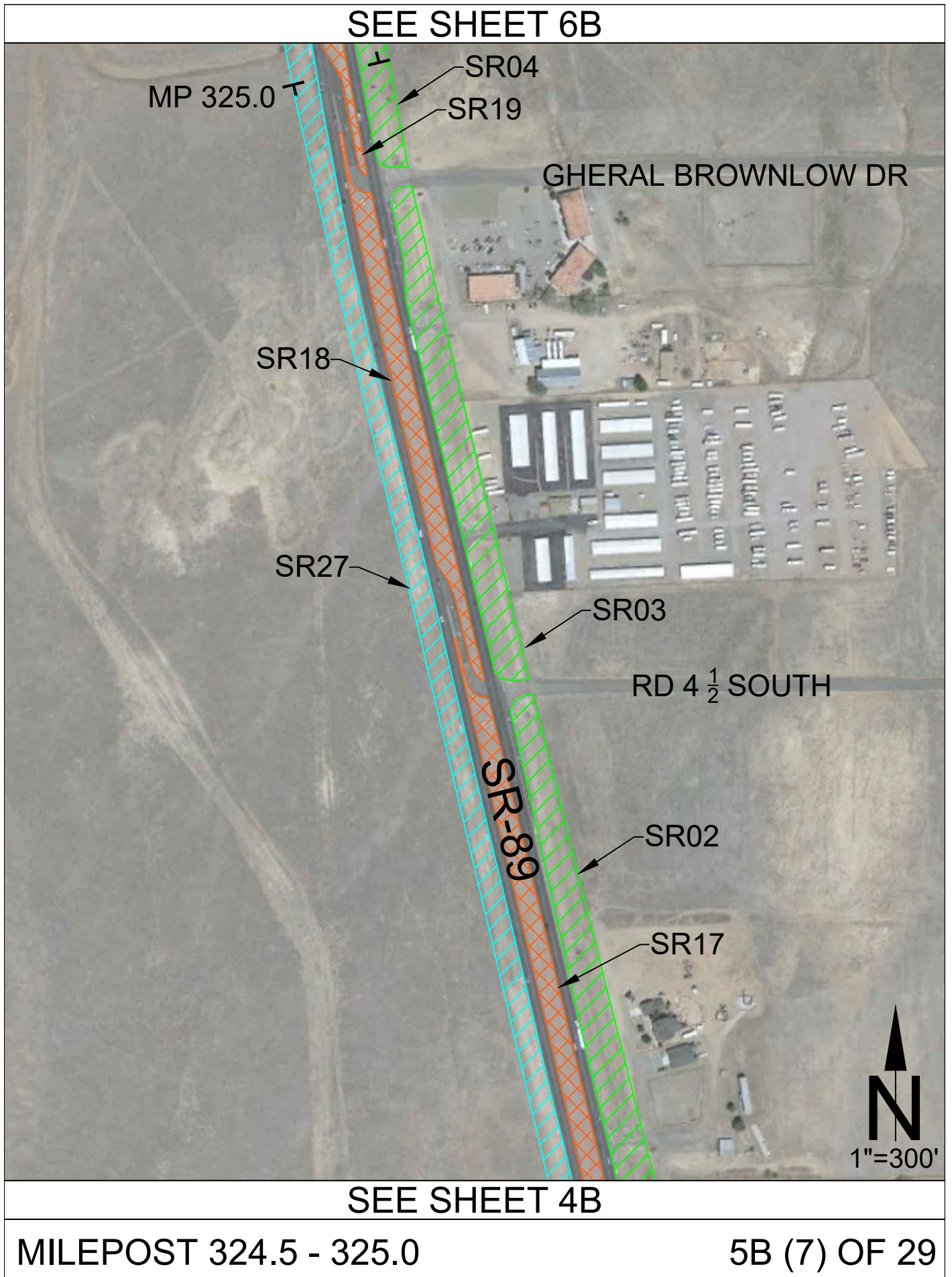


1"=300'

SEE SHEET 4A

MILEPOST 324.5 - 325.0

5A (6) OF 29





SEE SHEET 7A

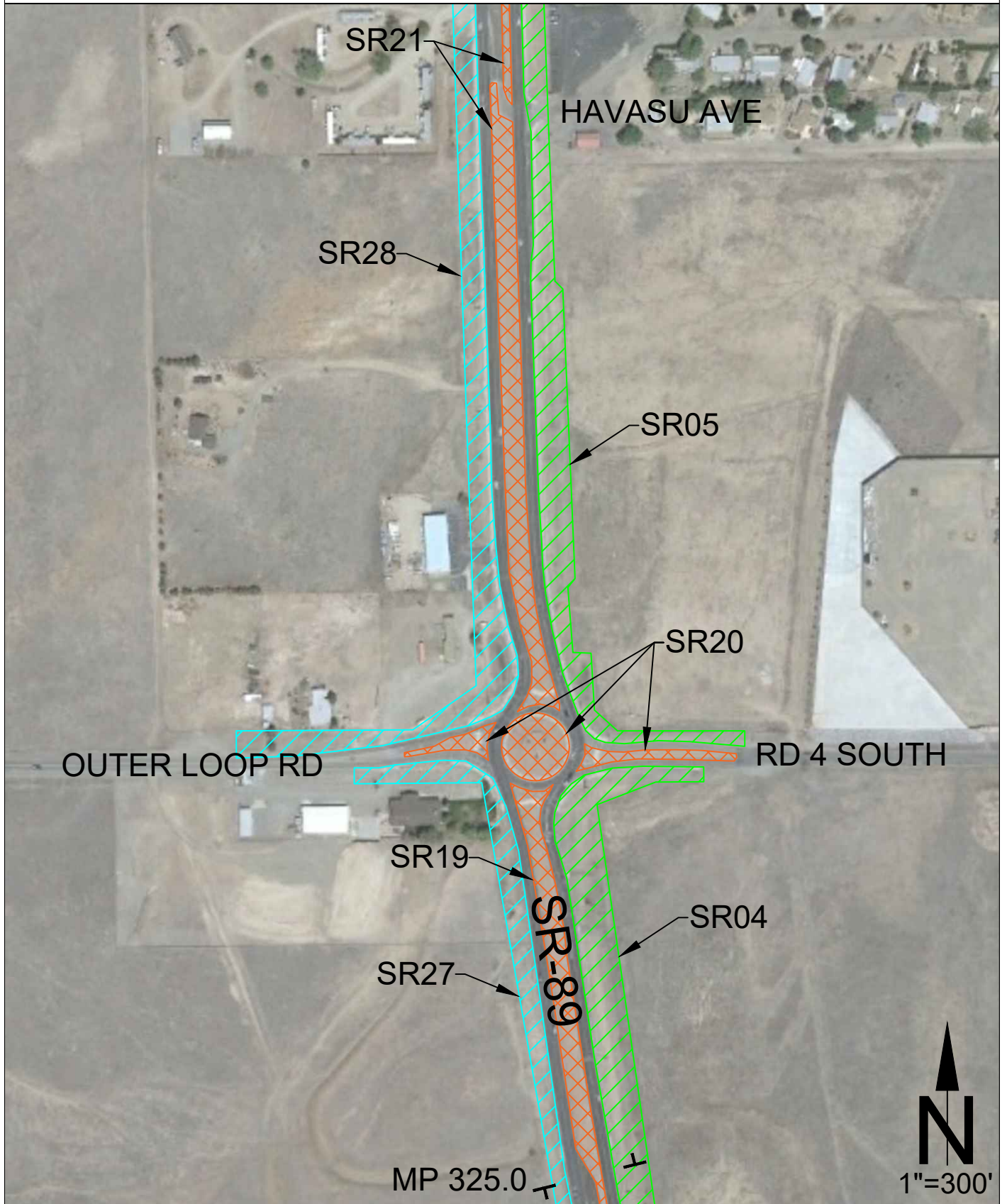


SEE SHEET 5A

MILEPOST 325.0 - 325.5

6A (8) OF 29

SEE SHEET 7B



SEE SHEET 5B

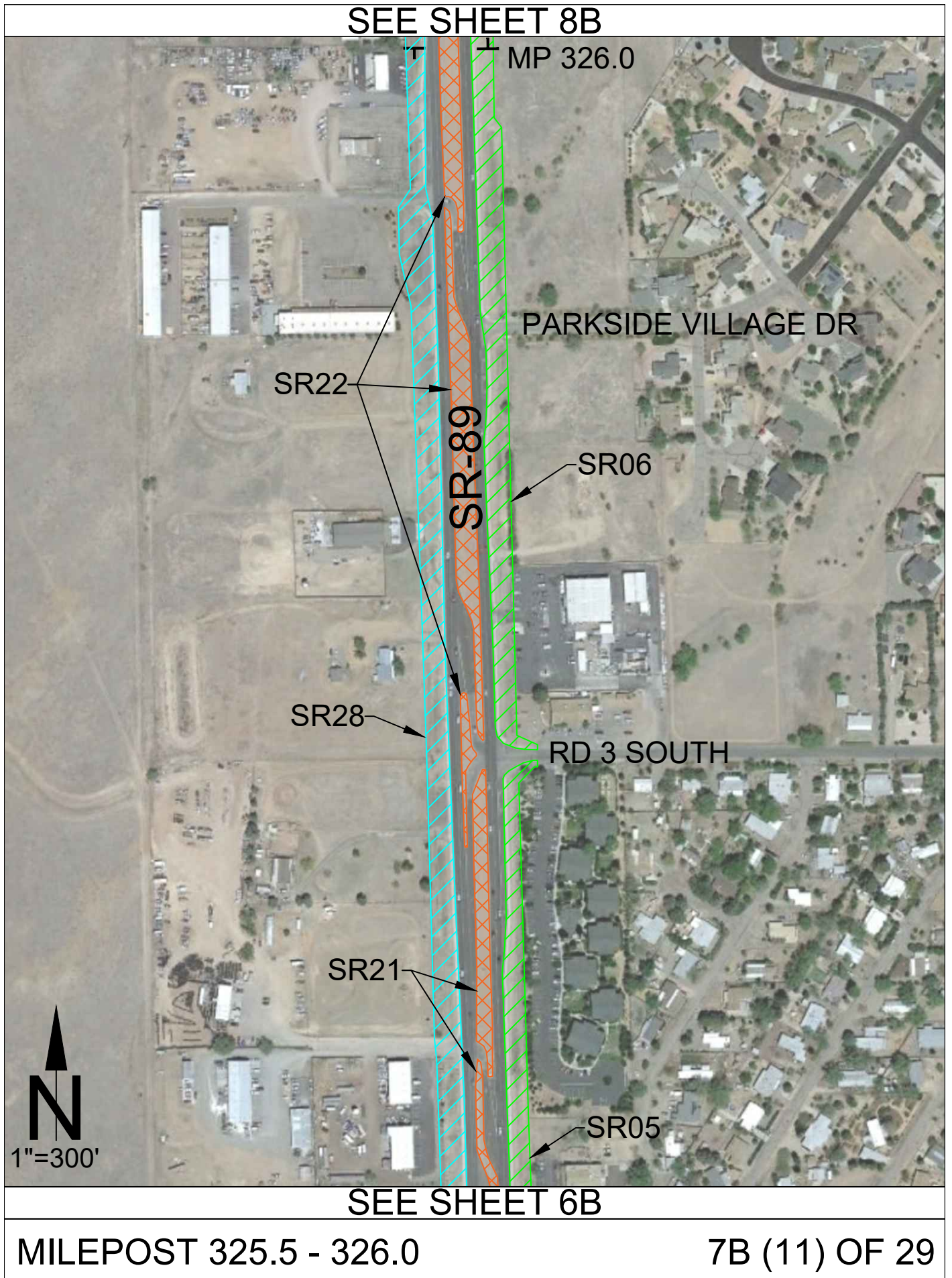
MILEPOST 325.0 - 325.5

6B (9) OF 29











SEE SHEET 9A



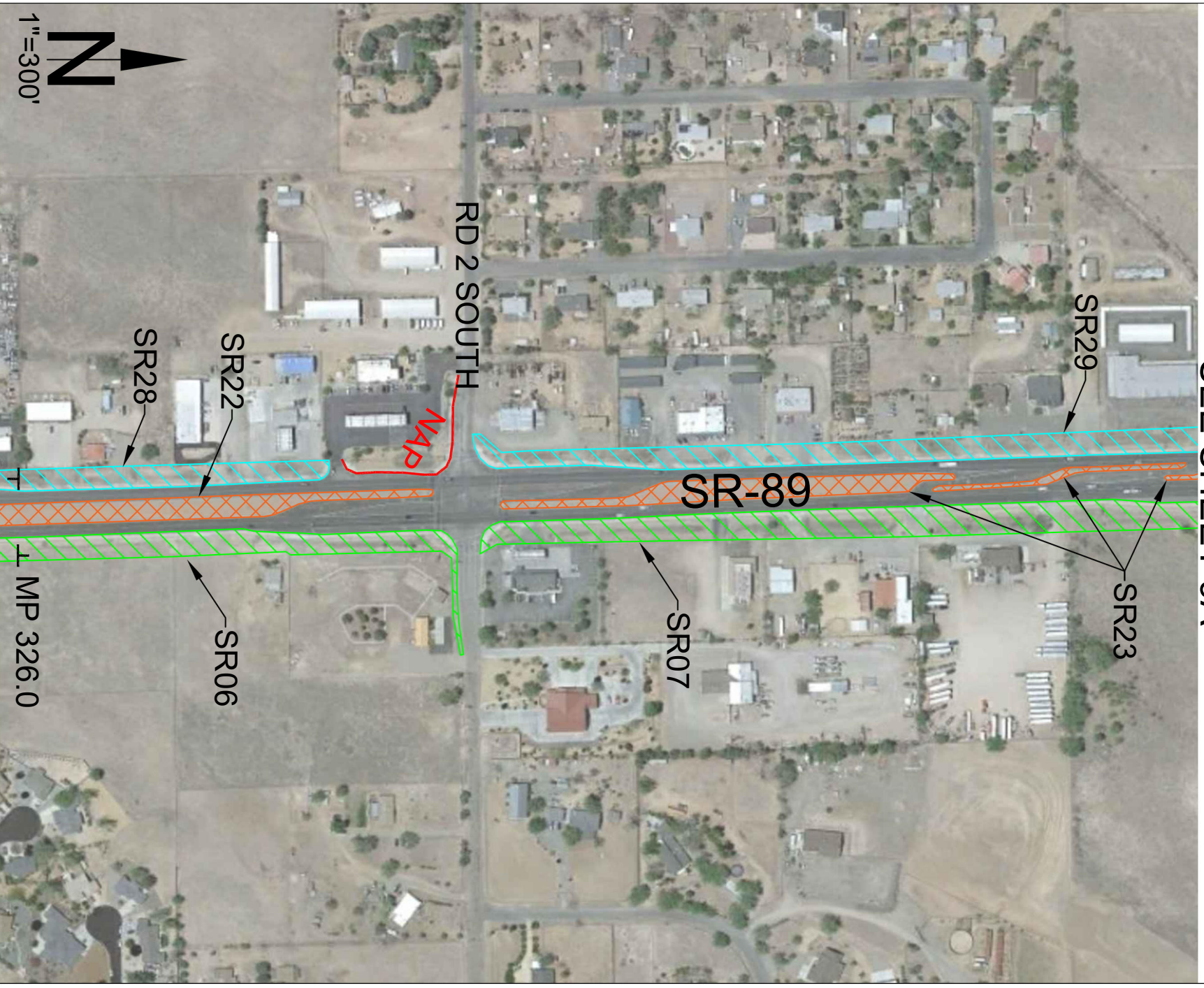
SEE SHEET 7A

MILEPOST 326.0 - 326.5

8A (12) OF 29



SEE SHEET 9A



SEE SHEET 7A

MILEPOST 326.0 - 326.5

8A (13) OF 29



SEE SHEET 10A

MP 327.0<sup>T</sup>

205 S. SR-89

FLETCHER CT

SR-89

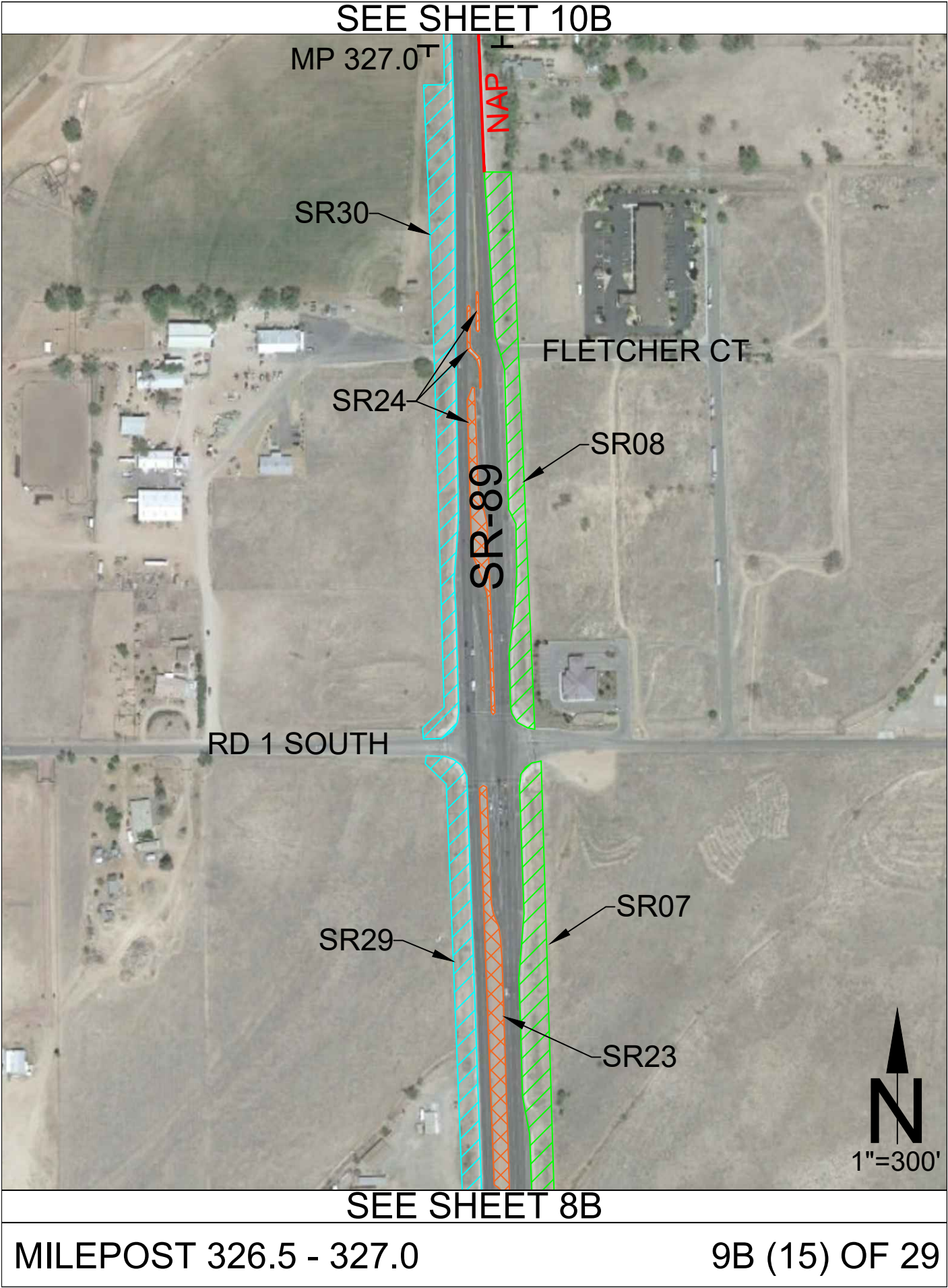
RD 1 SOUTH



SEE SHEET 8A

MILEPOST 326.5 - 327.0

9A (14) OF 29





SEE SHEET 11A



MP 327.0 T



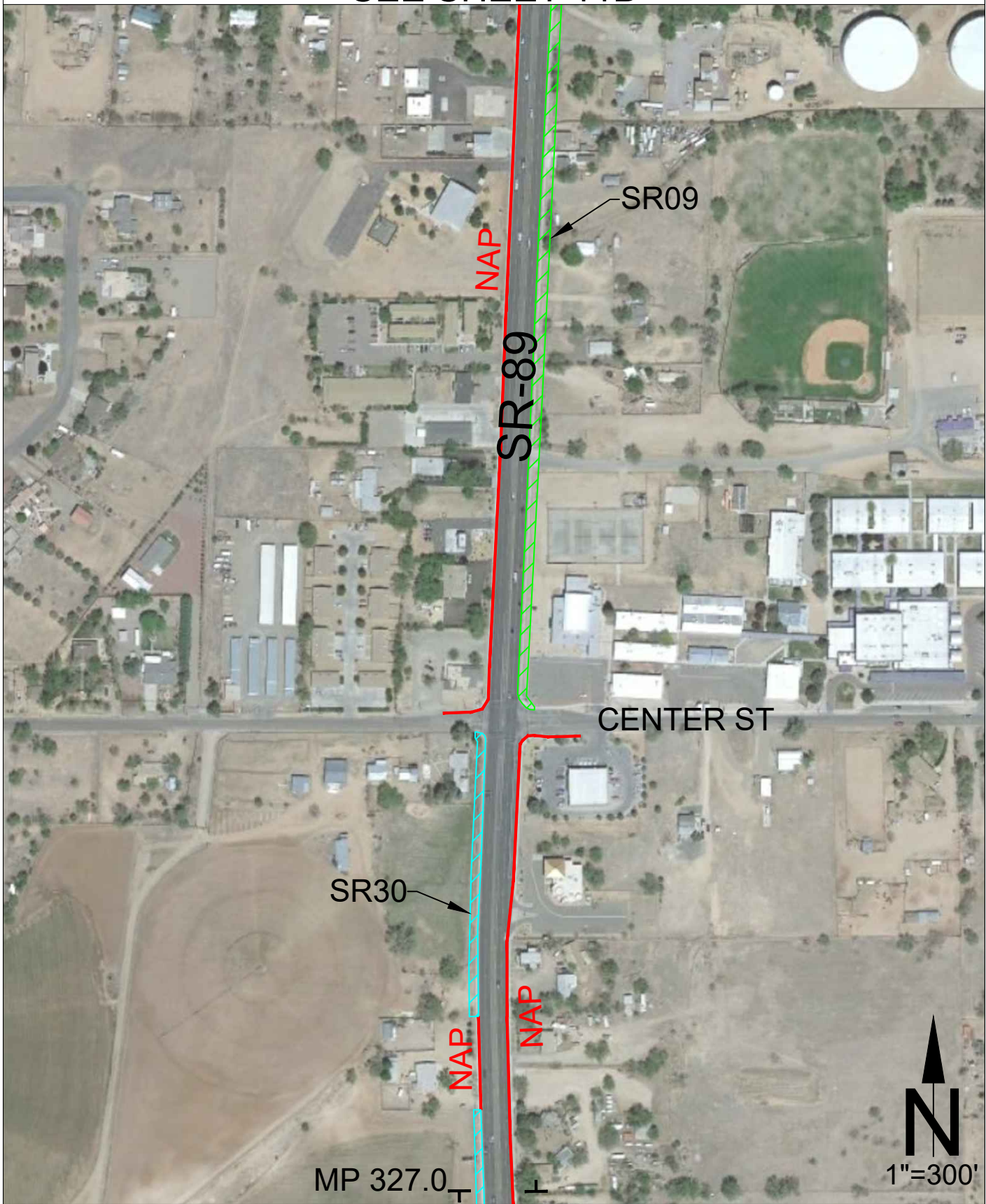
SEE SHEET 9A

MILEPOST 327.0 - 327.5

10A (16) OF 29



SEE SHEET 11B



SEE SHEET 9B

MILEPOST 327.0 - 327.5

10B (17) OF 29



SEE SHEET 12A

MP 328.0<sup>T</sup>

SR-89

RD 1 NORTH

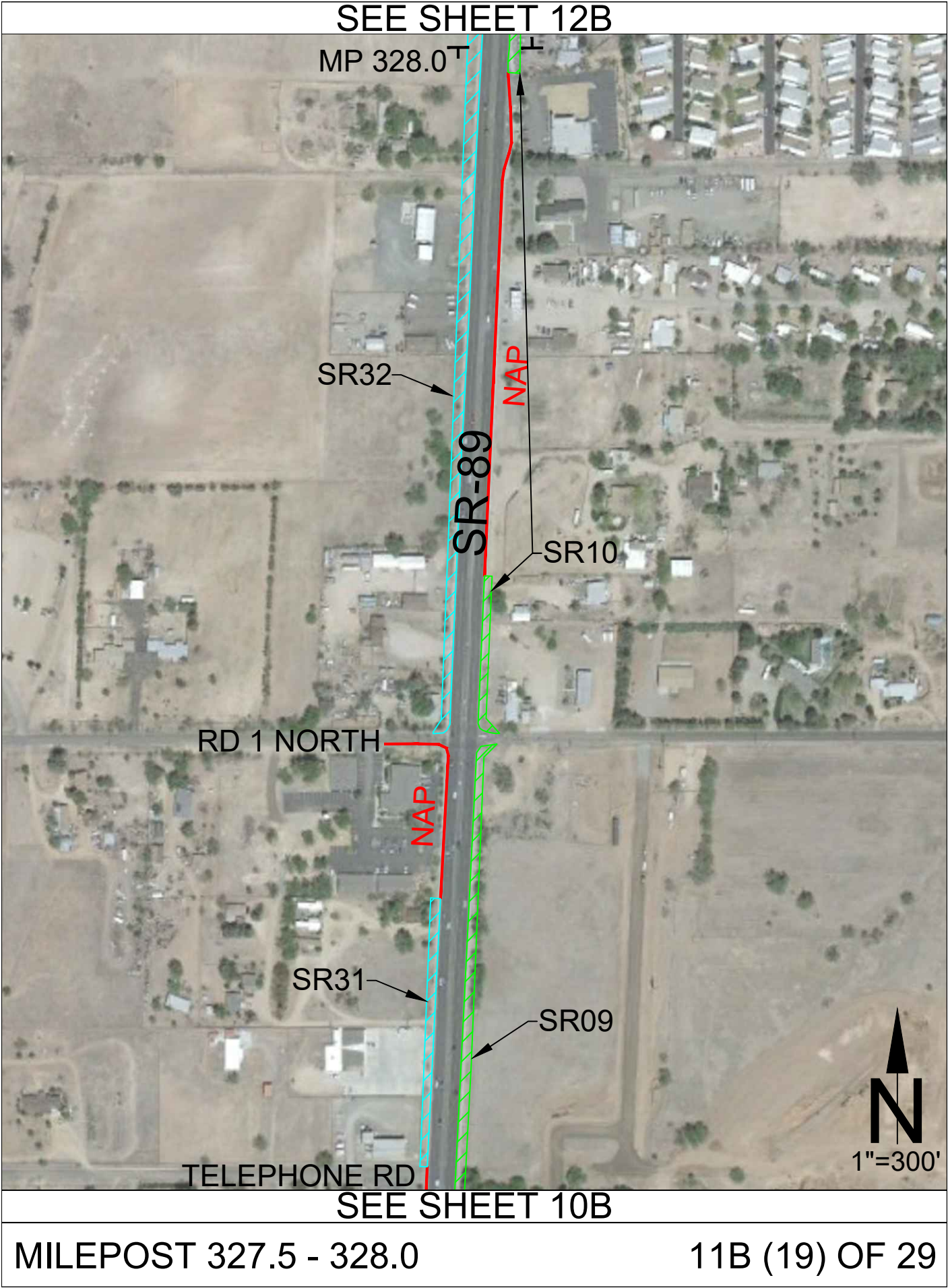
TELEPHONE RD



SEE SHEET 10A

MILEPOST 327.5 - 328.0

11A (18) OF 29





SEE SHEET 13A



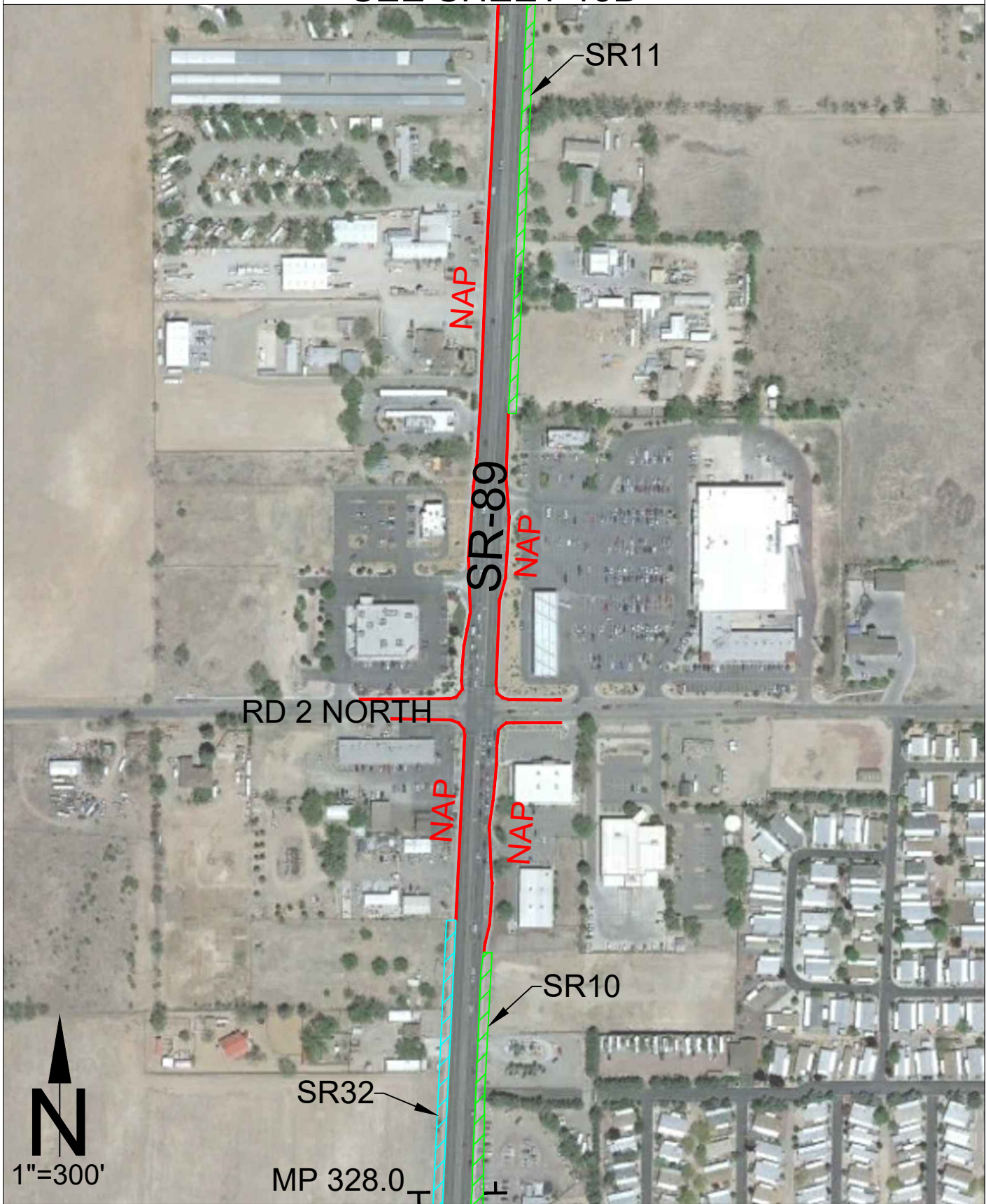
SEE SHEET 11A

MILEPOST 328.0 - 328.5

12A (20) OF 29



SEE SHEET 13B



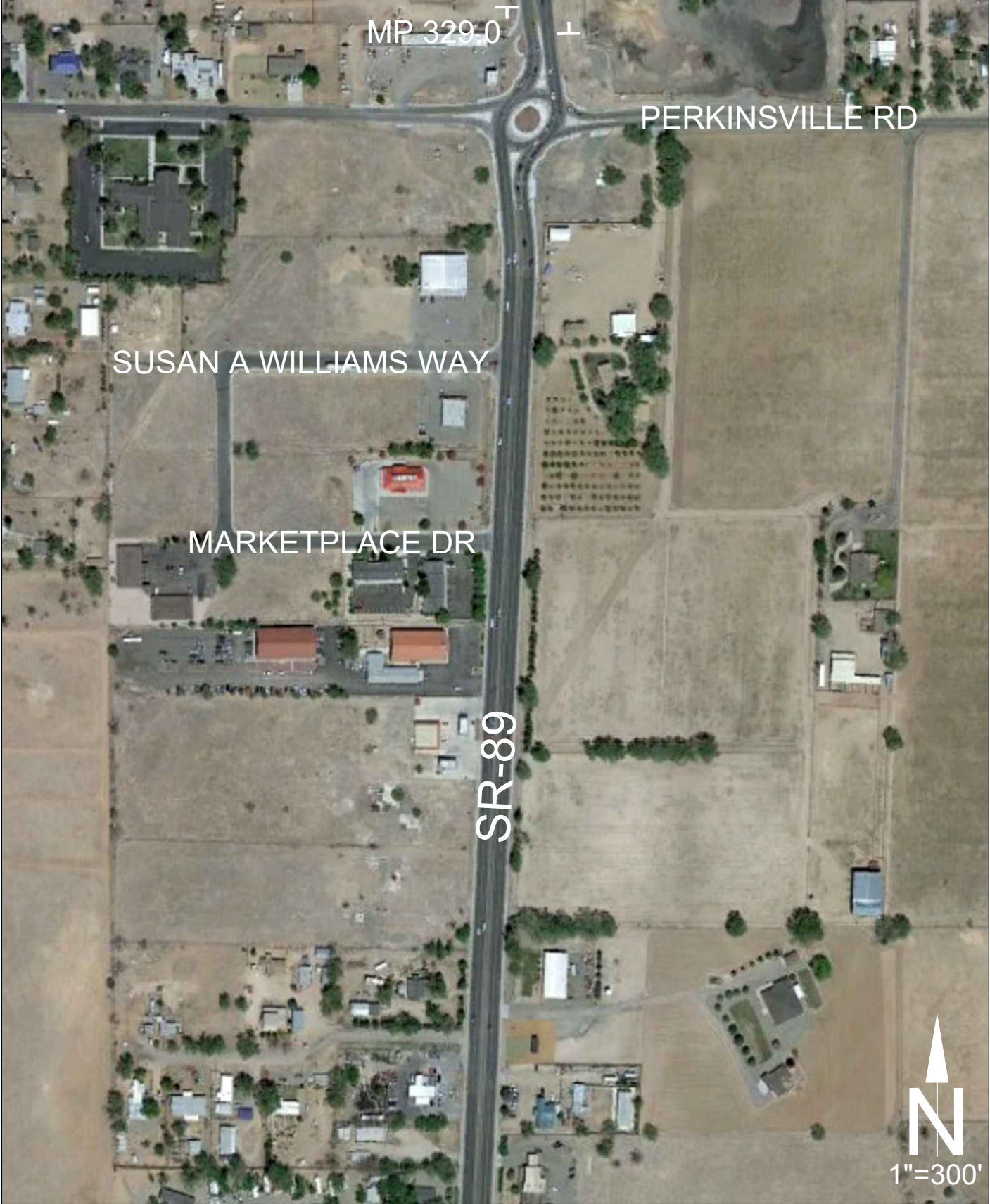
SEE SHEET 11B

MILEPOST 328.0 - 328.5

12B (21) OF 29



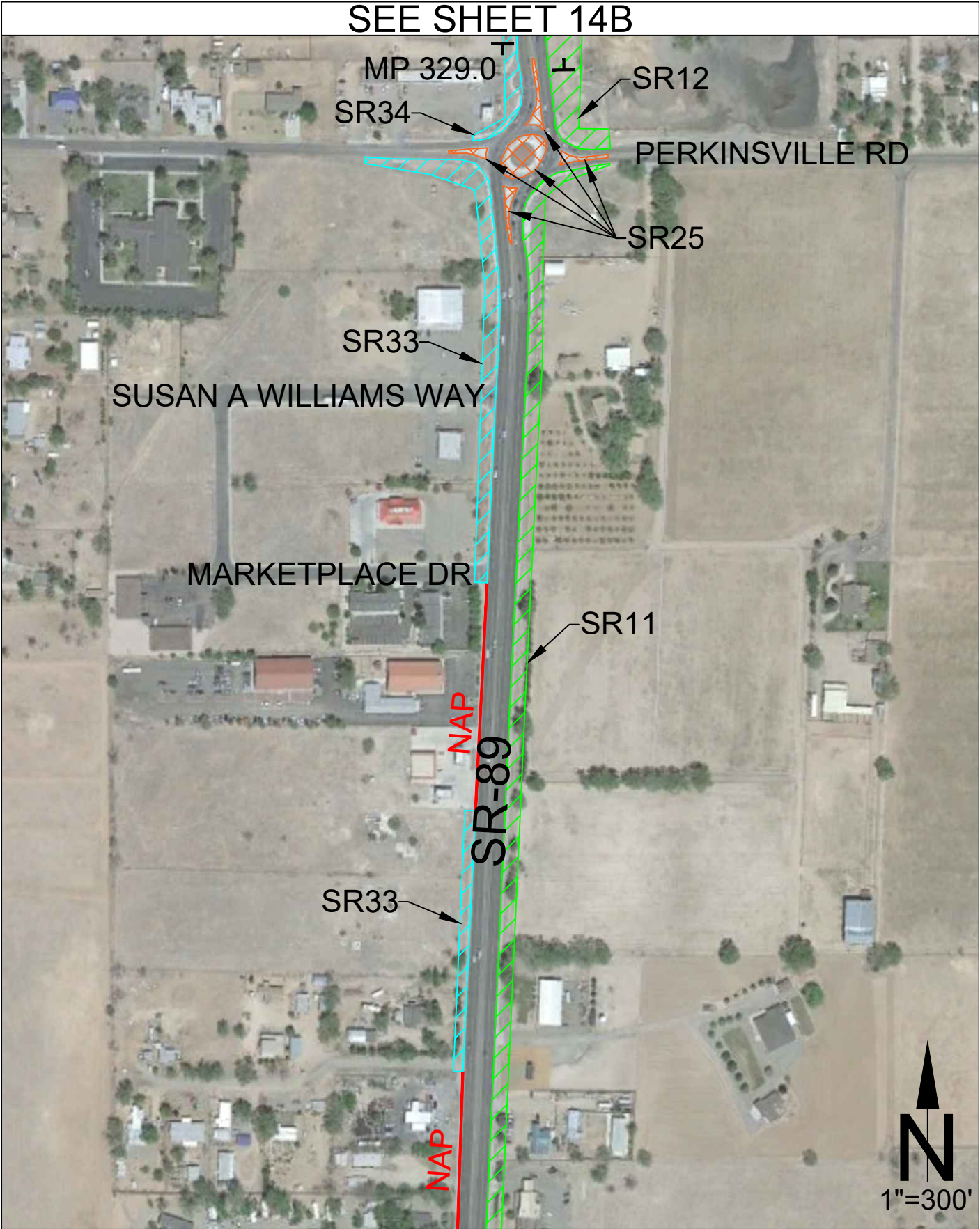
SEE SHEET 14A



SEE SHEET 12A

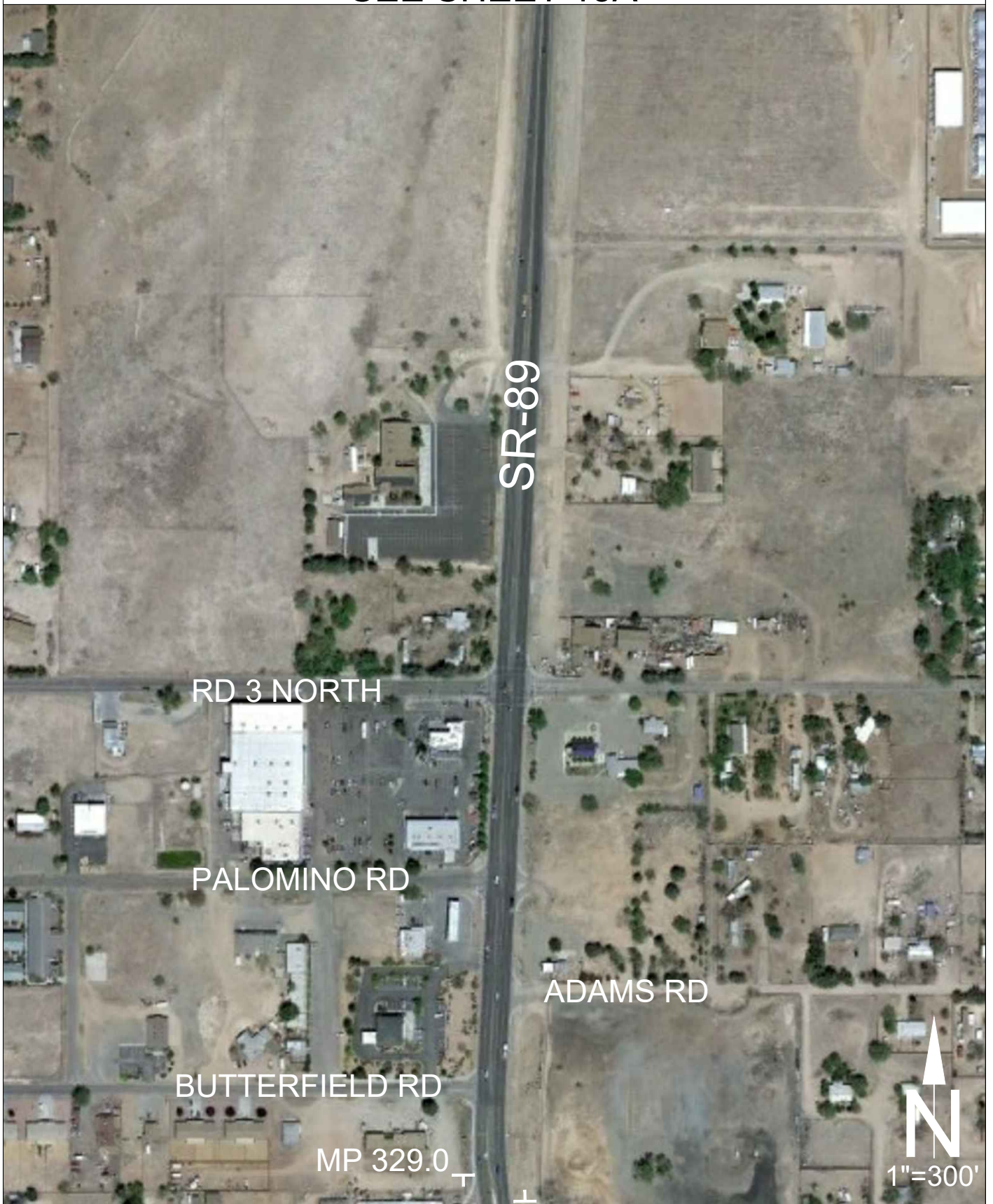
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13A (22) OF 29





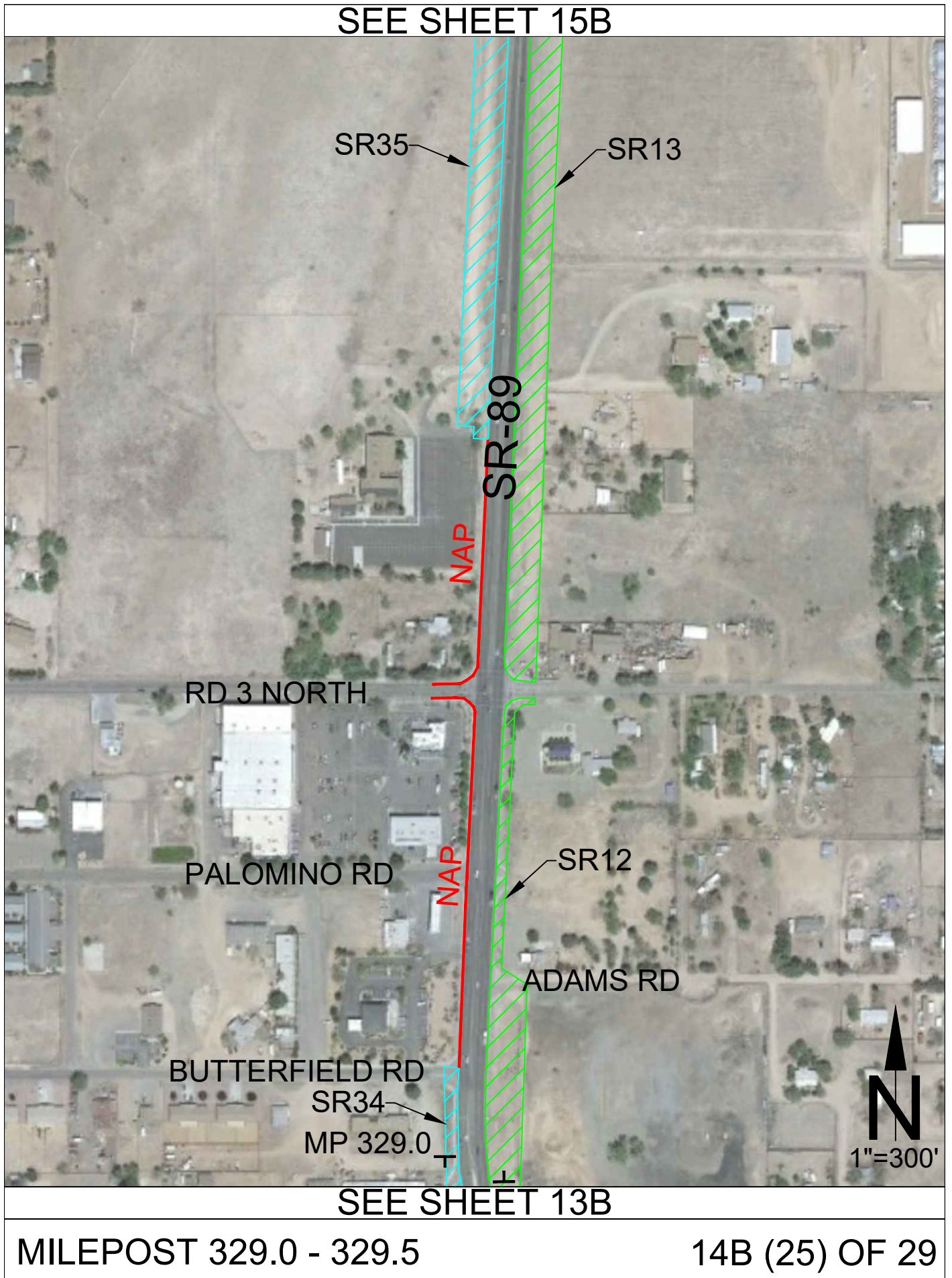
SEE SHEET 15A



SEE SHEET 13A

MILEPOST 329.0 - 329.5

14A (24) OF 29





SEE SHEET 16A



SEE SHEET 14A

MILEPOST 329.5 - 330.0

15A (26) OF 29



SEE SHEET 16B

MP 330.0

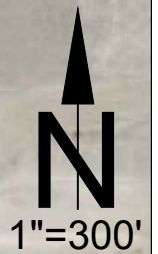
COMMERCIAL WAY

RD 3  $\frac{1}{2}$  NORTH

SR-89

SR35

SR13



SEE SHEET 14B

MILEPOST 329.5 - 330.0

15B (27) OF 29

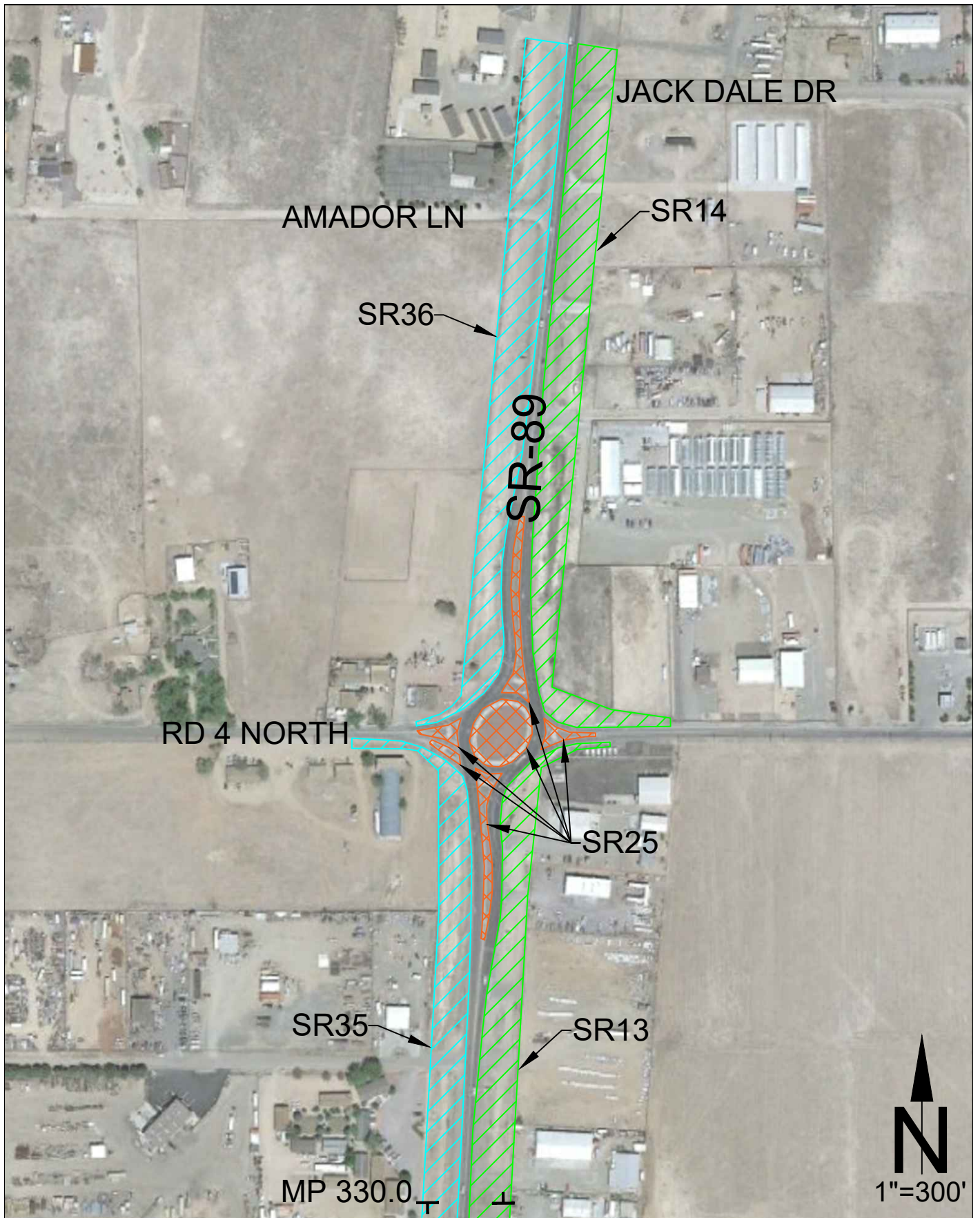


SEE SHEET 15A

MILEPOST 330.0 - 330.5

16A (28) OF 29





SEE SHEET 15B

MILEPOST 330.0 - 330.5

16B (29) OF 29



EXHIBIT B  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Price Sheet]

See following page.

## Exhibit B – Price Sheet

PRICE SHEET

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item. Pricing shall include everything to complete the Scope of Work, including all personnel, equipment, travel time, and supplies.**

| Landscape Maintenance Services Area Code | Approximate Area (SF) | Annual Cycles (Frequency) | Cost Per Service*        | Total Annual Cost.*  |
|------------------------------------------|-----------------------|---------------------------|--------------------------|----------------------|
| SR01                                     | 200,000               | Monthly                   | \$ 466.00                | \$ 5,592.00          |
| SR02                                     | 132,000               | Monthly                   | \$ 308.00                | \$ 3,696.00          |
| SR03                                     | 84,000                | Monthly                   | \$ 196.00                | \$ 2,352.00          |
| SR04                                     | 67,000                | Monthly                   | \$ 156.00                | \$ 1,872.00          |
| SR05                                     | 125,000               | Monthly                   | \$ 292.00                | \$ 3,504.00          |
| SR06                                     | 130,000               | Monthly                   | \$ 303.00                | \$ 3,636.00          |
| SR07                                     | 65,000                | Monthly                   | \$ 152.00                | \$ 1,824.00          |
| SR08                                     | 67,000                | Monthly                   | \$ 129.00                | \$ 1,548.00          |
| SR09                                     | 41,000                | Monthly                   | \$ 96.00                 | \$ 1,152.00          |
| SR10                                     | 7,000                 | Monthly                   | \$ 17.00                 | \$ 204.00            |
| SR11                                     | 48,000                | Monthly                   | \$ 112.00                | \$ 1,344.00          |
| SR12                                     | 50,000                | Monthly                   | \$ 117.00                | \$ 1,404.00          |
| SR13                                     | 364,000               | Monthly                   | \$ 848.00                | \$ 10,176.00         |
| SR14                                     | 120,000               | Monthly                   | \$ 280.00                | \$ 3,360.00          |
| SR15                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR16                                     | 18,000                | Monthly                   | \$ 42.00                 | \$ 504.00            |
| SR17                                     | 80,000                | Monthly                   | \$ 186.00                | \$ 2,232.00          |
| SR18                                     | 50,000                | Monthly                   | \$ 116.00                | \$ 1,392.00          |
| SR19                                     | 50,000                | Monthly                   | \$ 116.00                | \$ 1,392.00          |
| SR20                                     | 28,000                | Monthly                   | \$ 65.00                 | \$ 780.00            |
| SR21                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR22                                     | 110,000               | Monthly                   | \$ 255.00                | \$ 3,060.00          |
| SR23                                     | 75,000                | Monthly                   | \$ 174.00                | \$ 2,088.00          |
| SR24                                     | 11,000                | Monthly                   | \$ 26.00                 | \$ 312.00            |
| SR25                                     | 13,000                | Monthly                   | \$ 31.00                 | \$ 372.00            |
| SR26                                     | 29,000                | Monthly                   | \$ 68.00                 | \$ 816.00            |
| SR27                                     | 330,000               | Monthly                   | \$ 769.00                | \$ 9,228.00          |
| SR28                                     | 208,000               | Monthly                   | \$ 485.00                | \$ 5,820.00          |
| SR29                                     | 110,000               | Monthly                   | \$ 257.00                | \$ 3,084.00          |
| SR30                                     | 80,000                | Monthly                   | \$ 210.00                | \$ 2,520.00          |
| SR31                                     | 4,000                 | Monthly                   | \$ 10.00                 | \$ 120.00            |
| SR32                                     | 12,000                | Monthly                   | \$ 28.00                 | \$ 336.00            |
| SR33                                     | 6,000                 | Monthly                   | \$ 14.00                 | \$ 168.00            |
| SR34                                     | 3,000                 | Monthly                   | \$ 7.00                  | \$ 84.00             |
| SR35                                     | 530,000               | Monthly                   | \$ 1,235.00              | \$ 14,820.00         |
| SR36                                     | 115,000               | Monthly                   | \$ 268.00                | \$ 3,216.00          |
| <b>TOTAL SQUARE FOOTAGE</b>              | <b>4,116,000</b>      |                           | <b>TOTAL ANNUAL COST</b> | <b>\$ 100,128.00</b> |

\*All bids are presumed to include all applicable taxes.

ADDITIONAL INFORMATION TO BE SUPPLIED



Exhibit C – Licenses; Certifications; DBE/WBE Status

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EXHIBIT C  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Licenses; Certifications; DBE/WBE Status]

See following page.

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Exhibit C – Licenses; Certifications; DBE/WBE Status

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LICENSE; CERTIFICATIONS; DBE/WBE STATUS

- **Attach copies of the following to your bid submittal:**

- ✓ **Bidder's Contractor's License and applicable certifications.**
- ✓ **Bidder's CR-21 Landscaping and Irrigation Systems License.**
- ✓ **Bidder's Right-of-Way Pesticide Business License and the names, titles, and license numbers of your firm's Right-of-Way Pesticide Business License Qualified Applicator(s) and Qualified Party.**
- ✓ **Business License.**
  - Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting the Town as a reporting jurisdiction or current Town Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

Yes \_\_\_\_\_, No. X \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

# STATE OF ARIZONA

License No. ROC 328030

## Office of the Registrar of Contractors

*This is to certify that:*

Koehler Enterprises Inc

DBA (if any)

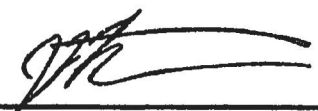
Titan Landscaping

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,  
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

CR-21 Hardscaping and Irrigation Systems

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of  
Phoenix, on March 6, 2020*



  
\_\_\_\_\_  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



## TOWN OF CHINO VALLEY

**BUSINESS LICENSES NO.**

BL23-000071

**EXPIRATION DATE**

06/13/2024

**CLASS OF BUSINESS**

Complete landscape maintenance and spray services

**FEE**

\$50

**BUSINESS NAME**

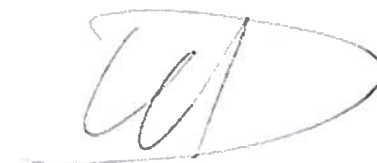
Titan Landscaping

**BUSINESS ADDRESS**6392 Lear Lane  
Prescott, AZ 86301**TYPE OF BUSINESS**

Service

**BUSINESS APPLICANT**

Amy Koehler


**ASSISTANT DIRECTOR**

This license MUST BE POSTED in Compliance with Town Code section § 110.08 A,B,C

### § 110.08 EXHIBITION OF LICENSE REQUIRED; DISPLAY STREET ADDRESS.

(A) Every licensee carrying on any business activity at a fixed place of business shall keep the license posted and exhibited in a conspicuous part of the place of business. Every licensee, whether the fixed place of business is within town limits or not, shall produce and exhibit the license during normal business hours when requested to do so by any police officer or by any town official authorized to issue or inspect licenses.

(B) It shall be unlawful for any person to exhibit any copy or facsimile of the original license issued under this chapter.

(C) Each licensee shall display near or above the front door of the business location the correct street address in 5 inch or greater numbers or letters so that the address shall be plainly visible and legible from the middle of the street or highway in front of each business, including home occupation businesses.

(2001 Code, § 8-1-8)



# **TITAN LANDSCAPING**

**"Your Landscape Solutions Company"**

P.O. Box 12348, Prescott, AZ 86304 | (928) 772-2361

June 13, 2023

Town of Chino Valley  
Public Works Department  
1982 Voss Drive  
Chino Valley, AZ 86323

Contact information as required by the IFB

Primary owner: Matt Koehler, President  
Matt@titanlandscaping.net, 928-713-9701

Account representative: Robert Hart, manager  
[Robert@titanlandscaping.net](mailto:Robert@titanlandscaping.net), 928-379-3200

#### Experience personnel:

On-site manager Robert Hart, has worked in the landscape industry for the past 15 years. He has worked ten plus years for Titan and possess all of the required experience needed for the on-site supervisor.

#### Spray personnel:

Included in this packet is the registered and licensed spray personnel for Praying Mantis. Praying Mantis is owned by Titan Landscaping. All of the personnel on this list have sprayed for the past 5 years plus. The qualifying party Joseph Koehler has sprayed for the past 15 years. Adam Koehler with 10 plus years of spraying experience will be the onsite supervisor of the spray teams. We are more than capable of handling this assignment.

## OPM - Company Information

**Pest Management Company Information**

(As of 06/09/2023)

***PRAYING MANTIS PEST & WEED CONTROL***

P.O. BOX 12498

PRESCOTT AZ 86304

Phone: 9287089800

License Number: 9067 Status: Active Issued: 04/09/2012

[Map it](#) [See List of Complaint\(s\)](#)**Qualifying Party Information**

| Row | Qualifying Party (QP) Name | QP License#           | Category                       | Category Status | Issued     | Expires    |
|-----|----------------------------|-----------------------|--------------------------------|-----------------|------------|------------|
| 1   | JOSEPH JAMES KOEHLER       | <a href="#">30960</a> | 0 - Core                       | Active          | 01/07/2015 | 05/31/2024 |
| 2   | JOSEPH JAMES KOEHLER       | <a href="#">30960</a> | 1 - Industrial & Institutional | Active          | 01/07/2015 | 05/31/2024 |
| 3   | JOSEPH JAMES KOEHLER       | <a href="#">30960</a> | 2A - Wood Destroying (Treat)   | Active          | 01/23/2015 | 05/31/2024 |
| 4   | JOSEPH JAMES KOEHLER       | <a href="#">30960</a> | 3 - Ornamental & Turf          | Active          | 01/16/2015 | 05/31/2024 |
| 5   | JOSEPH JAMES KOEHLER       | <a href="#">30960</a> | 4 - Right-of-Way               | Active          | 01/16/2015 | 05/31/2024 |

**This Company does NOT have any valid/current Branch Offices!****Applicator List**

| Row | Last Name | First Name     | Certified Applicator Nbr. | CA Expires | Certified Qualified Applicator Nbr. | CQA Expires | Primary Branch | Branch Mgr |
|-----|-----------|----------------|---------------------------|------------|-------------------------------------|-------------|----------------|------------|
| 1   | BLOOM     | KYLE TODD      | <a href="#">210564</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |
| 2   | CRUZEN    | DONALD RAY     | <a href="#">950988</a>    | 05/31/2024 | N/A                                 | 12/15/2004  | 0              | No         |
| 3   | JONES     | ANDREW GREGORY | <a href="#">200592</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |
| 4   | KOEHLER   | ADAM JOSEPH    | <a href="#">200591</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |
| 5   | KOEHLER   | JOSEPH JAMES   | N/A                       | 05/31/2015 | <a href="#">30960</a>               | 05/31/2024  | 0              | No         |
| 7   | KOEHLER   | MATTHEW        | <a href="#">030142</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |
| 8   | STANFORD  | SCOTT          | <a href="#">160270</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |
| 9   | TORRELLI  | ANTHONY LOUIS  | <a href="#">221044</a>    | 05/31/2024 | N/A                                 | N/A         | 0              | No         |

**New Search**



EXHIBIT D  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[References]

See following page.

## Exhibit D – References

REFERENCES

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: HOAMCO  
 Address: 3205 Lakeside Village  
 City/State/Zip Code: Prescott, AZ 86301  
 Contact: Bryan Zndowski  
 Telephone Number: 928-925-2020  
 Contract Initiation Date: Jan 2012 Contract Expiration Date: December 2023  
 Project Description: Prescott Lakes HOA  
 Contract Value: \$ In Excess of this contract Annual Amount More than \$100,000
  
2. Company: Town of Prescott Valley  
 Address: 7501 E Skoog Blvd  
 City/State/Zip Code: Prescott Valley, AZ 86314  
 Contact: Jason Garver  
 Telephone Number: 928 848 1225  
 Contract Initiation Date: Jan 2003 Contract Expiration Date: July 2026  
 Project Description: Landscape maintenance contract for the Town of PV  
 Contract Value: \$ Excess of \$100,000 Annual Amount More than \$100,000
  
3. Company: Talking Rock HOA  
 Address: 15075 Talking Rock Ranch Road  
 City State/Zip Code: Prescott, AZ 86301  
 Contact: Leah Donkersley  
 Telephone Number: 928 301 8875  
 Contract Initiation Date: Jan 2020 Contract Expiration Date: Dec 2024  
 Project Description: HOA maintenance contract  
 Contract Value: \$ excess of \$100,000 Annual Amount excess of \$100,000

Exhibit E – Addenda Acknowledgment

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EXHIBIT E  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Acknowledgment of Addenda received, if any]

See following page(s).





## TOWN OF CHINO VALLEY

### ADDENDUM NO. 1

### SR-89 Right-of-Way Landscape Maintenance Services

**Bid Open Date:** Wednesday, June 14, 2023  
**Time:** 3:00 P.M., local-time, Chino Valley, AZ  
**Place:** Town of Chino Valley  
 Public Works Department  
 1982 Voss Drive  
 Chino Valley, AZ 86323

Make all revisions to the specifications and contract documents stated herein. Insofar as the original specifications and contract documents are at variance with this Addendum, the Addendum shall govern.

This Addendum consists of 2 page(s).

#### RFI RESPONSES:

1. Will landscape maintenance services be performed before the start of contract work?  
The project is anticipated to be awarded in July 2023 with work commencing soon thereafter. Bidders are to assume that no landscape maintenance will occur prior to the award of this contract.
2. Is weed herbicide application wanted in "natural" areas without decorative rock?  
Spray herbicide treatment was NOT intended for the natural areas or areas without decorative rock cover. Subsections H.1, H.2, and H.3 on page A-13 will be removed from the scope of work.
3. What are the expectations of raking the decorative rock?  
Once a year rake/drag/move/agitate the decorative rock to minimize consolidation and compaction and eliminate any undesirable "texture" to the surface of the decorative rock.
4. How is "Cost Per Service" on the Price Sheet defined?  
Contract expectations are that landscape maintenance services are provided monthly. Services, per the scope of work and specifications, is an inclusive term. On the PRICE SHEET, Cost Per Service refers to the collective work performed each month and not any specific item of included work. The intention was that bidders would take their total annual bid (cost) for landscape maintenance services and divide that total by twelve (12) months for each of the thirty (36) areas so the Town had a general idea of the monthly landscape maintenance services cost for each area.

5. Will the bid opening be open to the public?

Yes. Received bids will be opened and read aloud on Wednesday, June 14th, 2023 @ 3:00 p. m., Public Works Department, 1982 Voss Drive, Chino Valley, AZ 86323

**IFB CHANGES:**

1. Cover page, CHANGE Town Representative to Steven Sullivan, Assistant Town Engineer, [ssullivan@chinoaz.net](mailto:ssullivan@chinoaz.net), 928-636-3402.
2. Exhibit A -- Scope of Work, page A-13, section 6.4, REMOVE subsections H.1, H.2, and H.3.

BY



Steven Sullivan, PE  
Assistant Town Engineer

Date

6/17/23

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

BY

 President

Date

6/12/23

EXHIBIT F  
TO  
INVITATION FOR BIDS  
FOR  
SR89 RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES

[Work Orders]

See following pages (to be attached subsequent to execution).





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

5. f.

**Meeting Date:** 06/27/2023  
**Contact Person:** Terri Denemy, Assistant to the Town Manager  
**Department:** Town Manager  
**Estimated length of staff presentation:** None  
**Physical location of item:** NA

#### AGENDA ITEM TITLE:

Consideration and possible action to approve the First Amendment to the Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

#### RECOMMENDED ACTION:

Approve the First Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce.

#### SITUATION AND ANALYSIS:

In June of 2021, the Town and Chino Valley Area Chamber of Commerce entered into a new Accountability Contract for services and Town funding. The contract had an initial term of July 1, 2021 - June 30, 2022 with five automatic renewals. The contract continued the Town's long-standing support of the Chamber's work in strengthening local businesses and promoting tourism with a similar five-year renewable contract approved in 2015, and one-year contracts in 2012 and 2013.

The recent reorganization of the Chamber has provided an opportunity for the two entities to reengage in strategic planning, coalition building, and to reassess the terms of the agreement with the goal of assuring the long term viability of the Chamber itself and the success of its mission "to promote economic growth, serve as a voice for the business community, and enhance the quality of life for Chino Valley."

The attached first amendment represents the results of that dialogue and renewed commitment by the Chamber to assure Town funds invested in the Chamber's work are making a positive impact on our local businesses and their economic vitality. Important modifications include moving from automatic renewal terms and set, lump sum funding to annual requested renewals and variable funding based on budget allocations approved by Council, dispersed incrementally throughout the year based on performance, and modifications to the underlying scope of work to better focus on the impactful outcomes and shared vision.

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

No increase in potential funding.

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**Attachments**

AGR - First Amendment (2023) to 2021 Chamber Accountability Contract

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**FIRST AMENDMENT  
TO THE  
ACCOUNTABILITY CONTRACT  
BETWEEN  
THE TOWN OF CHINO VALLEY, ARIZONA  
AND  
THE CHINO VALLEY CHAMBER OF COMMERCE**

This First Amendment to the Accountability Contract (this “First Amendment”) is entered into as of June 27, 2023, between the Town of Chino Valley, Arizona, an Arizona municipal corporation (the “Town”), and the Chino Valley Chamber of Commerce, an Arizona non-profit corporation (the “Chamber”) (each individually, a “Party,” and together, the “Parties”).

**RECITALS**

A. The Town and the Chamber entered into an accountability contract, effective July 1, 2021 (the “Contract”), for the Chamber to receive public funds in support of its facility, services, and operations.

B. The Parties desire to enter into this First Amendment to modify specific terms and conditions of the Contract.

**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 Chamber hereby agree as follows:

1. Modification of Contract Duration. Contract Section 1 (Contract Duration) is hereby deleted in its entirety and replaced with the following:

**1. Contract Duration:**

a. Initial Term. This Contract shall be effective as of July 1, 2023, and shall remain in full force and effect through June 30, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Contract.

b. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to five successive one-year terms (each, a “Renewal Term”), subject to availability and appropriation of funds for renewal in each subsequent year, if (i) renewal is deemed in the best interests of the Town, (ii) at least 30 days before the end of the then-current term, the Chamber requests, in writing, to renew this Contract for an additional one-year term, and (iii) the Town approves the one-year renewal in writing (including any price adjustments), as evidenced by the signature of the Mayor or Town Manager thereon, which approval may be withheld by

the Town for any reason. The Chamber's failure to seek a renewal of this Contract shall cause this Contract to terminate at the end of the then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Chamber, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Modification of Compensation. Contract Section 3 (Compensation) is hereby deleted in its entirety and replaced with the following:

**3. Compensation:** Town shall pay Chamber, for the Initial Term and for each subsequent Renewal Term, if any, up to \$60,000 for the Services outlined in Exhibit A. The Town will disburse such compensation in three equal installments of \$20,000 on the first business day of July, November, and March of each Term, with the release of each installment conditioned on the Town Manager determining, in the Town Manager's reasonable discretion, that Chamber satisfactorily delivered the Services according to the terms of this Contract.

3. Modification of Compensation. Contract Section 3 (Compensation) is hereby deleted in its entirety and replaced with the following:

**4. Annual Reporting:** At least annually, Chamber shall report to the Town Council detailing its finances and performance in providing the Services.

4. Modification of Termination and Cancellation. Contract Sections 7 (Contract Noncompliance), 8 (Termination for Cause), and 9 (Termination Pursuant to A.R.S. § 38-511) are hereby deleted in their entirety and replaced with the following, with subsequent sections renumbered accordingly:

**7. Termination; Cancellation:** The Town may, by written notice to Chamber as set forth in this Section, terminate this Contract in whole or in part.

a. For the Town's Convenience. This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Chamber of written notice by the Town. Upon termination for convenience, the Town shall pay the Chamber for all undisputed Services performed to the termination date.

b. For Cause. If the Chamber fails to perform any obligation pursuant to this Contract and fails to cure its nonperformance within 30 days after notice of nonperformance is given by the Town, the Chamber will be in default. In the event of such default, the Town may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the



remedy of specific performance. If the nature of the Chamber's nonperformance is such that it cannot reasonably be cured within 30 days, then the Chamber will have such additional periods of time as may be reasonably necessary under the circumstances, provided the Chamber immediately (1) provides written notice to the Town and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Chamber shall immediately return to the Town all funds not spent for the Services described in Exhibit A.

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

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

5. Modification of Scope of Services. Contract Exhibit A (Scope of Services) is hereby deleted in its entirety and replaced with and superseded by the Scope of Services attached hereto as Attachment 1.

6. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

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

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

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Chamber warrants and certifies that it does not currently, and agrees for the duration of the Contract that it will not 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.

(SIGNATURES ON THE FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the date first above written.

**“Town”**

TOWN OF CHINO VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Jack W. Miller, Mayor

ATTEST:

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

**“Chamber”**

CHINO VALLEY CHAMBER OF  
COMMERCE, an Arizona non-profit  
corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTACHMENT 1  
TO THE  
FIRST AMENDMENT

[Exhibit A (Scope of Services) to the Accountability Contract]

See the following pages.



## EXHIBIT A

### Scope of Services

For the consideration provided in the Contract, the Chamber shall provide the following services:

#### 1. **Visitor Center.**

- a. The Chamber will maintain and staff the Chino Valley Chamber of Commerce and Visitor Information Center (the "Visitor Center"). The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism ("AOT") to be an officially-designated Arizona Visitor Information Center "(AVIC)." The Visitor Center will regularly be open to the public between 9:00 a.m. and 3:00 p.m., Monday through Friday, and staffed adequately to answer all correspondence, telephone, email, or walk-in inquiries for general information relating to Chino Valley. The Town understands that due to volunteers' availability and staff's need to be in the community routinely, there will be times during these regular business hours when the Visitor Center will not be staffed. This shall be limited to less than 25% of stated regular hours. Whenever the Visitor Center is closed, including during otherwise regular hours, a kiosk with community information must be available on Chamber premises and accessible to the public.
- b. With advance coordination, the Town may use meeting space at the Chamber facilities.

#### 2. **Promotion/Marketing.** The Chamber will continue or begin the following promotional and marketing activities:

- a. Distribute relocation/community guides and maps of the Chino Valley area in coordination with the Town.
- b. Maintain "Chairman's Circle Sponsorship" for the Town at all Chamber events.
- c. Promote and enhance the Chamber's "Small Business Saturday" campaign.
- d. Partner with businesses in the community to host bi-monthly networking opportunities, including, but not limited to, mixers, trade shows, dining, or educational presentations.
- e. Provide a link to the [discoverchinovalley.org](http://discoverchinovalley.org) tourism website on the Chamber website.
- f. Provide a display in the Chamber's office with materials regarding various attractions, events, and dining options, including content from members and nonmembers. Audit and update this display monthly. Provide a display in Chamber's office stocked with rack cards for the Discover Chino Valley tourism campaign (and any other marketing materials the Office of Economic Development

deems appropriate for tourism) and the Chino Valley Economic Development guide.

- g. Ensure that electronic and printed promotional materials created and distributed by or on behalf of the Chamber include the Town logo and a statement acknowledging that the Town of Chino Valley has provided sponsorship.
- h. Maintain a social media presence on Facebook, Instagram, Twitter, YouTube, and relevant similar platforms to promote the Chamber and the Town, including but not limited to events, upcoming ribbon cuttings, and Small Business Saturday.

**3. Community Outreach.** To maintain fairness between the many industries and retail businesses in the Town, the Chamber shall practice the concept of being community-focused. The Chamber's mission is to serve the interest of local businesses while advocating advancement, economic vitality, and job creation for the benefit of the Chino Valley Area and our Region. The Chamber shall develop the following activities in its role in community outreach for the Town:

- a. Participate as an active member of the Town Council's Economic Development Subcommittee, representing the interests and needs of businesses located in Chino Valley.
- b. Develop and maintain strong relationships with existing local businesses and organizations regardless of Chamber membership status.
- c. Meet with the Town Manager or designee biannually or as requested by either party to report on Visitor Center traffic and maintenance, community outreach goals and initiatives, upcoming events, and a summary of the Chamber's needs.
- d. Communicate, network, and engage with the other Quad-City Chamber of Commerce Directors.

**4. Participation with the Town.**

- a. At least annually, the Chamber Board will report to the Town Council, detailing the Chamber's finances, mission status, and performance in providing the services outlined herein.
- b. Work with the Town to provide links to each other's pages on each entity's website.
- c. Participate or collaborate with various community partners in Town-Sponsored and other Community Events in a manner that fits well with the Chamber's abilities to best enhance and contribute to the community's interests.

**5. Financial Reporting.** Upon written request by the Town, the Chamber shall provide a financial statement to the Town.



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

6. a.

**Meeting Date:** 06/27/2023  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
**Department:** Public Works  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve a Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for \$498,994.

#### RECOMMENDED ACTION:

Approve the Professional Services Agreement with CivilTec Engineering, Inc., to develop an Integrated Water Master Plan and 5-Year Capital Improvement Plan for \$498,994.

#### SITUATION AND ANALYSIS:

On January 31, 2023, the Town of Chino Valley advertised a Request for Qualifications (RFQ) seeking Statements of Qualifications (SOQs) from qualified, licensed firms interested in providing services to develop an Integrated Water Master Plan (IWMP) and a 5-Year Capital Improvement Plan (CIP) for water and wastewater. The IWMP will be all encompassing including water resources, water, wastewater and reclaimed water needs assessments. That IWMP will then be the basis for the firm to develop a 5-Year CIP that will serve as a project and funding road map for future planning.

The goal of these plans is to help the Town perform the following:

- Identify the best way to accommodate growth within the Town.
- Determine the water resources needed for the build-out of the community.
- Determine the water resources and infrastructure requirements needed to meet utility needs of the community.
- Develop a 5-year Capital Improvement Plan and implementation strategy based on development and priority projections within the Town.
- Ensure that the proposed infrastructure meets a Town-wide utility system and fits seamlessly as the Town's utility system expands.

The Town received three SOQs. The submissions were scored by a panel and the top two firms, CivilTec Engineering, Inc. (CivilTec) and CVL Consultants, were offered interviews. The Selection Committee scored both the SOQs and the interviews and CivilTec received the highest ranking. Town staff then entered into negotiations with Civiltec Engineering, Inc.

The final summary of tasks and associated fees is as follows:

| TASK                                                                       | FEE       |
|----------------------------------------------------------------------------|-----------|
| Phase 1 - Water Resources and System Master Plan                           | \$326,827 |
| Phase 2 - Integration (Water-Wastewater-Reclaimed Water)                   | \$47,488  |
| Phase 3 - Capital Improvements Plan (CIP), Administration and Deliverables | \$122,179 |
| Phase 4 - Contract Allowance                                               | \$2,500   |

TOTAL \$498,994

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### Fiscal Impact

**Fiscal Impact?:** \$498,994

**If Yes, Budget Code:** 05-90-5547

**Available:**

**Funding Source:**

Capital Improvement Fund

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### Attachments

PSA

SOQ

Cost Proposal

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
CIVILTEC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of June 27, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Civiltec Engineering, Inc., a California corporation (the “Consultant”).

**RECITALS**

A. The Town issued a Request for Statements of Qualifications, “RFQ for Integrated Water Master Plan and Capital Improvement Plan” (the “RFQ”), a copy of which is on file in the Town’s Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors to create an integrated water resources, water, wastewater, and reclaimed water master plan and capital improvement plan for the Town (the “Services”).

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the “SOQ”), attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for the Services.

**AGREEMENT**

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 26, 2025, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. The Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay the Consultant an amount not to exceed \$498,994 for the Services at the rates set forth in the Fee Proposal attached hereto as a part of Exhibit B.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

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

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

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

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

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

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

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit B, the Consultant warrants that the Services rendered will conform to the requirements of this

Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with the Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

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

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

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

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

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this



Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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

### 13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

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

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

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

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

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

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

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

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

## 15. Suspension of Work.

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



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

## 16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit B. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

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

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

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

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

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

If to Consultant:       Civiltec Engineering, Inc.  
2054 Willow Creek Rd.  
Prescott, AZ 86301  
Attn: Richard Aldridge, PE

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

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that

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

#### 16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (A) disclose data generated in the performance of the services to any third party, or (B) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.



E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager, or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

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

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

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not 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 Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant 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 the contract termination date.

[SIGNATURES ON FOLLOWING PAGE]

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

**“Town”**

TOWN OF CHINO VALLEY,  
an Arizona municipal corporation

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Jack W. Miller, Mayor

ATTEST:

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Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

**“Consultant”**

CIVILTEC ENGINEERING, INC,  
a California corporation

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Richard Aldridge, PE

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

[SOQ]

See following pages.



EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
CIVILTEC ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.



# Statement of Qualifications for Integrated Water Master Plan and Capital Improvement Plan



  
**CIVILTEC**  
engineering inc.

Submitted April 5, 2023  
By Civiltec Engineering, Inc.





Frank Marbury | Public Works Director/Town Engineer  
 Town of Chino Valley | Public Works Department  
 1982 Voss Drive  
 Chino Valley, AZ 86323

April 5, 2023

**Subject: Statement of Qualifications for an Integrated Water Master Plan and Capital Improvement Plan**

Dear Mr. Marbury and Selection Committee:

The Town of Chino Valley's (Town) goal is to identify the best way to develop property, determine resources/infrastructure needs, and create a 5-year capital improvement plan (CIP) implementation strategy. This integrated water resources, water, wastewater, and reclaimed water master plan (IWMP) will ensure any proposed infrastructure suits the Town-wide utility system even with ongoing expansion. The Town needs a knowledgeable firm with an understanding of the area and the goals to accomplish a quality package. Civiltec Engineering, Inc. (Civiltec), is the knowledgeable local firm to accomplish this task. We are a C corporation founded in 1986 in California and have maintained an office in Yavapai County since 1993 (AZ Registration #22678). Civiltec has completed 63+ master planning projects and hundreds of modeling projects. We have been cultivating our strong relationship with the Town since 2001. We know your systems, policies, and the community and bring the following benefits:

- **Experienced and Dedicated Team.** Richard Aldridge, PE, MBA, is our proposed project manager. As an area resident for the last 20 years, he has a vested interest in providing the Town with quality infrastructure improvements. He brings 43+ years of master planning, local utility design, cost estimating and familiarity with the Town. Richard was the Project Manager that successfully delivered the Old Home Manor IWMP project for the Town in 2021.
- **Local Experience Delivering Improvements.** Our local experience includes 100+ projects. This knowledge will assist our team in understanding your system needs early and ensures we can accomplish your goals. Our team completed the IWMP for Old Home Manor in addition to a variety of infrastructure improvements including a water system model, water mains, sewer main, roadway improvements, box culvert roadway crossing, Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR), Area Drainage Master Study (ADMS), as well as grading, drainage and paving projects.
- **Office Location Proximity.** Our Prescott office will be managing all the work for this project. Our local office ensures quick communication, quality project outcomes, and affordability. We can be available for face to face or virtual meetings with Town staff within a moment's notice. This means we will be great collaborators and a team with a vested interest in your infrastructure.

To enhance our team, we have included the specialty firms of Matrix New World/Southwest Groundwater (Matrix) and Sketch Landscape Architecture Studio, LLC (Sketch). Matrix (formerly Southwest Groundwater) will be responsible for water resource planning and water resource management. Sketch is a local Town landscape architecture firm that will provide landscape design recommendations. This is the same team that developed the Old Home Manor IWMP.

We appreciate the opportunity to submit our qualifications and are confident we have the right team to deliver the successful completion of this project. As the Prescott Office Branch Manager, I have the authority to contractually bind the firm. Civiltec has not had any terminated contract or claims from litigation or arbitration. We are in receipt of Addendum No. 1 dated March 23, 2023. Feel free to contact me with any additional questions at 928.771.2376 or [raldridge@civiltec.com](mailto:raldridge@civiltec.com).

Sincerely,

Richard Aldridge, PE, MBA | Principal Engineer/Branch Manager

2054 Willow Creek Road, Prescott, AZ 86301 | P: 928.771.2376



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## EXPERIENCE AND QUALIFICATIONS

Established in 1986 on the principles of innovative thinking and premier quality, Civiltec has 55+ employees, which includes 12 registered civil engineers, 1 registered electrical engineer, 4 registered land surveyors, 2 certified floodplain managers (CFM), 8 engineers-in-training (EITs) and support staff that includes project managers, designers, CADD technicians, surveyors, and

administrative personnel. We are not too big; we can and will be there when needed in an efficient and affordable fashion. We are not too small; we will provide you with the depth needed to guarantee quality service with adherence to the project schedule.

Providing quality project management and professional engineering is our focus on every project. We strive to achieve a balance between form and function, budgets and best solutions, and passion and practicality. We average 216 new projects per year. Projects range in size from small to large and have included water master plans (WMP), wastewater master plans (WWMP), stormwater master plans, modeling projects, CIP planning and ranking, system analyses, preliminary and final design, preparation of bid documents, and cost estimating. Our success in developing strong relationships with our clients is a direct result of our emphasis on client service and complete satisfaction, which results in an 80% repeat client rate.

In addition to Civiltec's completion of 63+ master plans, we bring significant local area experience of more than 600 projects. Below is a list of organizations our team has aided in similar services and areas.

### List of Local Experience Highlights

|                                                                                                           |                                                               |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Town  Frank Marbury  <br><a href="mailto:fmarbury@chinoaz.net">fmarbury@chinoaz.net</a>  <br>928.636.7140 | Water System Model<br>and IWMP Analysis for<br>Old Home Manor |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|

### List of Local Experience Highlights

|                                                                                                                                                        |                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Coconino County   Christopher Tressler, PE, CFM  <br><a href="mailto:ctressler@coconino.az.gov">ctressler@coconino.az.gov</a>  <br>928.679.8317        | Coconino County's Initial Engineering Assessment Guidelines                            |
| Town of Chino Valley   Frank Marbury  <br><a href="mailto:fmarbury@chinoaz.net">fmarbury@chinoaz.net</a>  <br>928.636.7140                             | Municipal Waterline Improvements                                                       |
| Embry-Riddle Aeronautical University   Brad Sinn  <br><a href="mailto:Sinns@ERAU.edu">Sinns@ERAU.edu</a>   928.777.3734                                | Water System Analysis                                                                  |
| Town   Frank Marbury  <br><a href="mailto:fmarbury@chinoaz.net">fmarbury@chinoaz.net</a>  <br>928.636.7140                                             | Rodeo Drive Infrastructure Improvements                                                |
| Town   Frank Marbury  <br><a href="mailto:fmarbury@chinoaz.net">fmarbury@chinoaz.net</a>  <br>928.636.7140                                             | Road 2 North Water & Sewer Study                                                       |
| Arizona Public Service  Matthew Morgan  <br><a href="mailto:matthew.morgan@aps.com">matthew.morgan@aps.com</a>  <br>602.371.6945                       | Chino Valley Solar Farm Drainage Improvements                                          |
| City of Prescott   Jeff Low (previously with Prescott)  <br><a href="mailto:jeff.low@campverde.az.gov">jeff.low@campverde.az.gov</a>  <br>928.554.0825 | Sunrise Boulevard Pavement and Drainage Improvements                                   |
| Coconino County   Christopher Tressler, PE, CFM  <br><a href="mailto:ctressler@coconino.az.gov">ctressler@coconino.az.gov</a>  <br>928.679.8317        | Pipeline Fire Modeling & Long-Term Emergency CIP Mitigation Planning & Protection      |
| Coconino County   Christopher Tressler, PE, CFM  <br><a href="mailto:ctressler@coconino.az.gov">ctressler@coconino.az.gov</a>  <br>928.679.8317        | Schultz Area Flood CIP Planning Mitigation, Modeling, & Emergency Watershed Protection |
| Yavapai County   Suzanne Ehrlich  <br><a href="mailto:suzanne.ehrlich@co.yavapai.az.us">suzanne.ehrlich@co.yavapai.az.us</a>  <br>928.771.3214         | Yavapai County Plan Review Services                                                    |

Feel free to contact any of the references included with our select relevant project experience to verify our dedication to providing innovative, cost-effective solutions on every project.

### Old Home Manor IWMP, CIP and Various Infrastructure Improvements, Town

Reference: Frank Marbury | 202  
N State Route 89, Chino Valley,





AZ 86323 | (e) [fmarbury@chinoaz.net](mailto:fmarbury@chinoaz.net) | (p) 928.636.7140

**Project Dates:** April 2016 – October 2016 (Jerome Jct. Design) |  
October 2016 – November 2017 (Construction/CLOMR/LOMR) | March  
2020 – May 2021 (IWMP & CIP), Rodeo Drive Improvements (2020  
Design, 2021  
Construction)

To ensure adequate water resources for the Town-owned Old Home Manor Business Park and Public Lands facility on 820 acres, Civiltec developed an IWMP and CIP. The primary goal of this project was to understand the current water, sewer, and recharge water systems (including water rights) and confirm the availability to provide adequate water resources for future commercial, business park and public land developments. The IWMP considered the planned uses and zoning for the included parcels, available water resources, available and planned water rights, existing wells and water sources, recharge capabilities, storage requirements, and landscape and irrigation uses. As a part of the development of the IWMP, Civiltec prepared a water system model for that portion of the community and a 5-year CIP for the anticipated phases of implementation with projections for the ultimate buildout on a moving 15-year projection.



The Town was awarded a \$1.6 million grant from the U.S. Economic Development Administration to expand infrastructure on the east side of the Town at Road 4 North and Jerome Junction. Infrastructure improvements included 5,000 linear feet of 8- and 12-inch water main, 3,400 linear feet of 12-inch sewer main and 5,200 linear feet of roadway improvements including 12-foot travel lanes, shoulders and safety edges. The infrastructure improvements serve the proposed Old Home Manor Industrial Park. Civiltec provided survey and engineering design services as well as construction observation and administration services. Design also included two 100-year event box culvert roadway crossings including a crossing at Santa Cruz Wash (11,000 cubic feet per second [cfs]) and a large tributary, 404 permitting and CLOMR/ LOMR. Work included design and construction services for

waterline improvements, sewer improvements, and street improvements. This in-depth familiarity with the Town infrastructure will be a great advantage on this project.

### Bisbee WMP, Arizona Water Company

**Reference:** Theresa Lau |  
3805 N. Black Canyon Hwy  
Phoenix, AZ 85015 |  
(e) [tlau@azwater.com](mailto:tlau@azwater.com) |  
602.240.6860

**Project Dates:** March 2021  
– on-going

Civiltec is providing engineering services in water master planning for 40 square miles of the Bisbee planning area. This plan is set to be in Bentley WaterGEM5 V8i format (WaterGEMS) water model and CIP for the Bisbee Planning Area to determine the phasing of infrastructure necessary to provide fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.



### Pinal Valley Water Supply Assessment, Arizona Water Company

**Reference:** Richard Hacker | 3805 N. Black Canyon Hwy  
Phoenix, AZ 85015 | (e) [rhacker@azwater.com](mailto:rhacker@azwater.com) | 602.240.6860

**Project Dates:** October 2017 – April 2019

This project encompassed a planning area of more than 509 square miles with approximately 29,000 service

connections at the time. The study area relies on groundwater for domestic water and Central Arizona Project (CAP) water that is recharged into the local groundwater aquifer. The analysis was for a planning period between 2016 and 2026 and addressed the specific need for additional groundwater resources (wells) to serve the current and future domestic water demand based upon growth intensities projected by local jurisdictions.







## Water and Wastewater Master Plans, Kachina Village Imp. District (KVID)

**Reference:** Mike Lopker, Coconino County | 3150 Jadito Trail, Flagstaff, AZ 86005 | (e) [mlopker@coconino.az.gov](mailto:mlopker@coconino.az.gov) | (p) 928.679.8301

**Project Dates:** October 2015 – April 2017

Civiltec prepared a WMP and WWMP to improve operations, develop future CIP projects and accommodate for growth in the Kachina Village service boundary. The water system consists of wells, distribution mains, pump stations, reservoirs, and disinfection facilities. The wastewater system consists of gravity mains, force mains, manholes, cleanouts, lift stations, a treatment plant and effluent evaporation ponds.



The goal of this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater systems, maintenance, CIP, and associated costs KVID would need to recover to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and CIP projects with cost estimates and project prioritization.

New hydraulic models were constructed and calibrated for each system using WaterGEMS and SewerGEMS. Models were quality controlled (QC) for model construction and analyzed, documented, and calibrated using customer demands and field data testing and measurements. The system was analyzed in existing and future loads and demands. Reports were prepared to summarize the project with documentation of the results associated with the



analysis and modeling efforts.

## Key Positions

Personnel proposed on this project are experienced in public works infrastructure and have combined 205+ years of experience. All work assigned to us will be managed out of our Prescott office. Key staff proposed will not be reassigned or replaced without your prior written authorization. Civiltec is committed to building the right team for this project, tailored to your specific needs. An organizational chart of our proposed team is below, followed by key team member's qualifications (two-page resumes are in Appendix A).



## Richard Aldridge, PE, MBA – Project Manager

**Education:** MBA, Northern Arizona University | B.S., Civil Engineering Technology, Northern Arizona University

**Registration:** Professional Civil Engineer Arizona No. 20878

Richard has more than 43 years (5+ years with Civiltec) of extensive engineering experience that includes project management, planning and design for public and private entities throughout Northern Arizona. He has provided engineering services via standard design-bid-build, construction manager at risk and design-build delivery systems. Richard's quality assurance (QA)/QC experience includes



construction plan reviews for various agencies for code compliance and competent design, subdivision plat reviews for conformance with construction plans, construction inspections, agency certifications, evaluation of testing report submittals, and review of contractor materials submittals for conformance with project specifications. Richard was the Project Manager for projects in the Town for the last 5+ years, including the Old Home Manor IWMP and CIP.

### **Rick Shroads, PE, PLS – Principal-in-Charge**

**Education:** B.S. Civil Engineering, Cal Polytechnic University, Pomona  
**Registration:** Professional Civil Engineer Arizona No. 24601 | Professional Land Surveyor Arizona No. 26405

Rick has 46+ years (37+ years with Civiltec) of experience in the project management and design of water supply and distribution systems, sewer systems, hydrology and drainage systems, roadways, airport specialty design and site development plans. Recently, Rick served as interim County Engineer for Coconino County. He was instrumental in the preparation and implementation of in-house engineering procedures for delivering CIP projects associated with preservation projects, flood control projects and pavement reconstruction county-wide. He also managed flood and debris mitigation projects associated with the aftermath of the Museum Fire, Schultz Fire and Slide Fire disasters.

Rick has personally developed scores of water and wastewater system models, both steady state and extended time period solutions. These efforts were done by creating sub-models of system-wide model for calibration and prediction of system characteristics. Rick has been involved in more than 35 projects for the Town, including serving as principal-in-charge on the Old Home Manor IWMP and Project Manager on the Town ADMS. In addition, Rick has worked on 20+ master planning projects including water, wastewater and drainage-based planning and analysis.

### **Andrew Shroads, PE, CFM – Stormwater Planning/Modeling**

**Education:** M.S. Civil Engineering, University of Arizona | B.S. Civil Engineering, University of Arizona

**Registration:** Professional Civil Engineer Arizona No. 58518 | CFM National No. US 13-07037

Andrew has 12+ years (all with Civiltec) of professional civil engineering experience. His experience includes utility coordination, geographic information system processing, preparation of area drainage master plans/studies, grading and drainage plans, roadway/highway improvement plans, water and sewer plans, WMP and WWMP analysis, improvement plans for large stormwater recharge basins, storm drain hydraulic modeling and improvement plans, hydrologic and hydraulic modeling with HEC-1 and FLO-2D, hydraulic modeling of drainage structures, ponds, and rivers, and survey and improvement plan QA/QC. Additional software experience includes Civil3D, CulvertMaster, FlowMaster, ArcGIS, WSPG, WMS, HEC-RAS and Water and Sewer GEMS.

### **Ben Townsend, PE – Water Planning**

**Education:** BS Civil Engineering, Arizona State University, 2001

**Registration:** Professional Civil Engineer Arizona No. 45668  
General Contractor AROC No. 212011

Ben has recently joined Civiltec. He has over 20 years' experience providing professional engineering, planning and construction support services to various public agencies and private sector clients in Yavapai County and Northern Arizona. His experience includes civil engineering, land planning, ADA compliant site plan coordination and design, CAD design and drafting, site grading and drainage design, roadway design, stormwater detention design, water supply and distribution, wastewater collection systems, subdivision development, and stormwater drainage studies. He has coordinated with clients, design teams, municipality representatives, contractors, surveyors, etc. on fee proposals, billing, construction administration, requests for information (RFI), testing, observation, as-builts, project cost estimates, specifications, water, sewer and drainage design reports, and stormwater pollution prevention plans.





Ben has worked closely with local municipalities like the Town of Chino Valley, City of Prescott, Yavapai County, Town of Prescott Valley, Arizona Department of Transportation, and other approving agencies, and understands local agencies' standard details, specifications and other requirements for review processes and permit issuance. He is also skilled in the latest software for surveying, land planning and civil engineering applications, including Autodesk Civil 3D. He has recently worked on the water and sewer extension study for the Town in addition to his current work on providing a complete water systems analysis for Embry Riddle Aeronautical University.

### **C. Shem Hawes, PE\* - Wastewater Planning**

**Education:** B.S. Civil and Environmental Engr., University of Utah

**Registration:** Professional Civil Engineer California No. 69578

Shem has 17+ years (12+ with Civiltec) of water and wastewater experience. During his tenure at Civiltec, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of Project Manager and/or Senior Engineer.

Wastewater experience includes the planning, design and construction management of wastewater treatment facilities including performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he has been involved in modeling and designing water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant (WWTP) processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the facility. Shem has been a part of over 20+ planning projects for water and sewer.

### **Gretel Ochoa-Nhac, PE – Modeling**

**Education:** M.S., Civil Engineering, Emphasis in Transportation Engineering, California State Polytechnic University, 2015

B.S., Civil Engineering, California State Polytechnic University, 2012

**Registration:** Professional Civil Engineer California No. 91903

Water Audit Validator Certified

Gretel has 10+ years (8+ with Civiltec) of experience in civil engineering. Her experience includes water modeling/analysis using InfoWater and design of pipelines and roadway improvements. Over the years her experience has led to her becoming an experience person to have on the team from start to finish duties including research, scheduling, coordinating with project manager and stakeholders as well as the whole team, and assisting in driving on time deliverables. Gretel's bread and butter besides is WMPs, urban water management plans, and water audits and validations. She understands the importance of working together with the team to produce a great product, on time. Gretel has worked on over 25+ WMPs.

### **Sub-consultants**

Civiltec routinely works with sub-consultants to supplement work in specialty areas. Sub-consultants are selected based on our project understanding, their qualifications/experience and our history working with them. Below are paragraph resumes of key personnel's pertinent experience, area of expertise and proposed role on this project. Sub-consultants are treated the same as members of our inhouse team. We include them in all project correspondence, scheduling and provide QC checks on their deliverables.

### **Jim Holt – Water Resources/Planning (Matrix/Private Consultant)**

**Education:** B.S. Agriculture Economics, University of Arizona, 1978 | Certified Public Manager Designation, Arizona State University, 1993

Jim has 38+ years of experience (3 with Matrix) providing expertise in water resource planning including the Old Home Manor IWMP, water resource management, public relations, and marketing through focused, regional water resource advisory assistance. He is responsible for planning, prioritizing, and directing efforts to enhance and expand client services, with emphasis on new and existing clients in the Prescott, Verde Valley and



northern Arizona areas requiring specialized water resource consultation services.

### **Stephan Noel, RG – Water Resources/Planning (Matrix/Private Consultant)**

**Education:** M.S. Geology, Purdue University, 1978 | B.A. Environmental Studies and History, Franklin & Marshall College, 1975 |

**Registration:** Geologist AZ No. 17065

Stephan is a Registered Geologist and Principal Hydrogeologist for Matrix with 45+ years of experience. He recently completed serving eight years as Geologist on the AZ State Board of Technical Registration. Stephan has extensive experience evaluating the quantity and quality of groundwater resources and managing well installation projects. Stephan has performed many hydrogeologic investigations throughout AZ and the southwest involving: permitting (Aquifer Protection Permits (APP), Underground Storage Facility (USF) projects, Physical Availability Demonstrations (PAD), and Analyses, Designations, and Certificates of Assured Water Supply (AAWS, DAWS, and CAWS); site-specific geologic interpretation; exploratory, monitor, and production well design and installation management; aquifer testing and analysis; design of water quality monitoring programs; recharge and recovery projects, and water rights evaluations.

### **Dylan Easthouse, RG – Water Resources/Planning (Matrix/Private Consultant)**

**Education:** B.A. Geology, Whitman College, 1998

**Registration:** Registered Professional Geologist AZ No. 46233

Dylan is a Registered Geologist with professional experience performing hydrogeologic investigations throughout Arizona. He has conducted numerous hydrogeologic and site characterization studies required to satisfy Arizona Department of Environmental Quality (ADEQ) requirements for Aquifer Protection Permits (APPs), and the Arizona Department of Water Resources (ADWR) Assured and Adequate Water Supply program. He has conducted project oversight in many aspects of water well work including the design, permitting, installation, development, and testing of new production wells and monitoring wells. In this

capacity he has participated in many different methods of well drilling including direct air and mud rotary, flooded reverse circulation, auger drilling, dual-tube percussion hammer driven casing, sonic drilling, stratex, and air-rotary casing advance. Dylan is experienced in aquifer testing, slug testing, soil logging, geophysical logging, video logging, water quality sampling, and data analysis.

Dylan has also participated in several groundwater recharge projects. He has designed and implemented site characterization studies which include infiltration testing using a single ring infiltrometer, borehole drilling, and percolation testing. The data from these tests were used to assess the viability of large-scale recharge projects such as those found adjacent to wastewater treatment plants.

### **Celia van der Molen – Landscaping (Sketch)**

**Education:** B.S. Landscape Architecture and Regional Planning, University of Massachusetts, Amherst

**Registration:** Registered Professional Landscape Architect No. 52787

Celia is a Town resident and brings more than 20 years of experience in landscape architectural services. Her vast portfolio includes single-family developments, apartment complexes, commercial buildings, public use trail layout and design, and municipal water production facilities. In 2011 she founded Sketch Landscape Architecture and has been the sole owner for over 12 years. Prior to starting her own company, she was the Senior Project Manager for a fast-paced landscape architecture design firm that specialized in multi-family and student housing projects located throughout the United States. She manages complex projects ranging from \$100,000 to \$1,500,000+ and is proficient in the latest AutoCAD technology and visual and written presentation techniques. Celia was also a team member with Civiltec for the Old Home Manor IWMP project.

## **PROJECT UNDERSTANDING AND APPROACH**

### **Project Understanding**

The Town is seeking a Town-wide IWMP and CIP to better understand its current water system and



ensure the ability to provide adequate water resources to the community. Previously, Civiltec completed the IWMP and CIP as well as water and wastewater modeling for the Old Home Manor area in 2021. We are familiar with the existing and proposed infrastructure. **Our work on the Old Home Manor IWMP and CIP as well as the other infrastructure experience in the Town means we know what is expected from the Town. This will be a benefit for this Town-wide IWMP.**

The IWMP will include development of the CIP that will ensure adequate water resource availability for the future. Work will include identifying available water resources for the area, developing a 5-year CIP based on the available water resources and ensuring compatibility with an integrated Town-wide utility system.

| General Focus Area                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Planning.</b> Civiltec will evaluate groundwater service area rights, assured water supplies, reclaimed water supplies, imported water supplies and possible recovery processes for long-term storage credits for the preparation of the water resources, water system, wastewater system and reclaimed water systems. Growth projections will be developed for the Town and existing water service area. |
| <b>Water Resources.</b> The Town's water resources will be identified to meet water demands.                                                                                                                                                                                                                                                                                                                 |
| <b>Engineering.</b> Infrastructure requirements and development strategies will be identified for water, wastewater, reclaimed water and landscape systems including project phasing.                                                                                                                                                                                                                        |
| <b>Operations.</b> We will seek input from and provide recommendations to operations staff regarding operation of the planned water, wastewater, and reclaimed water systems.                                                                                                                                                                                                                                |
| <b>Finance.</b> The cost and timing of CIPs will be identified to anticipate financing for capital projects based on the improvement priorities identified in the IWMP.                                                                                                                                                                                                                                      |
| <b>Chino Valley Town Manager.</b> Providing the right water supply, water and wastewater services are essential to implement the Council's vision. This project will assist by preparing a plan to provide the necessary infrastructure to help the Town achieve its goals.                                                                                                                                  |

Civiltec anticipates multiple workshop meetings to ensure that we will receive feedback from the Town throughout the project duration. The meetings will

allow us to be transparent throughout the process of preparing the IWMP and presenting the results.

## Project Approach and General Scope of Work

The Town's scope of services for each task is quite detailed. The following general tasks and our approach summary to each of the primary tasks is as follows for each of the water, wastewater, reclaimed water and landscape analysis and recommendations.

## PHASE 1: WATER RESOURCES MASTER PLAN

### Project Meetings, Communications, Stakeholder Engagement, and Data Collection

Civiltec will conduct a kick-off meeting with the Town to discuss the goals and priorities of the IWMP, the existing operational issues, expected deliverables and work plan. Multiple meetings will be scheduled to ensure feedback is received from the Town throughout the process. Meetings will be conducted with the Town's management team to keep them informed of the IWMP ongoing progress and ensure their involvement in developing the report. Civiltec utilizes Microsoft Teams through Office 365 to maintain internal communications and hosts the ability to meet remotely, when necessary, with Town staff. We will also establish a SharePoint project directory available to the Town allowing access for document sharing between Civiltec and the Town.

Following the kick-off meeting, we will issue a comprehensive RFI that includes the data needed for the preparation of the IWMP. The RFI will indicate the required information and the urgency (priority) of the information to the planning effort.

Civiltec will coordinate with the Town to collect field data and inspect facilities to develop an

Integrated Water Master Plan and Capital Improvement Plan  
for Old Home Manor  
Town of Chino Valley, AZ



For: Town of Chino Valley  
Public Works/Engineering Department  
Attn: Frank Marbury, Public Works Director  
Mark Holmes, Project Manager  
1560 Yuma Drive, 201  
Chino Valley, AZ 85323  
Phone: 928-273-7177  
Email: [frank@chinvill.gov](mailto:frank@chinvill.gov)

By: Civiltec Engineering, Inc.  
Richard M. Miller, P.E.  
2506 N. Willow Creek Road  
Phoenix, AZ 85024  
Phone: 602-979-7000  
Email: [info@civiltcec.com](mailto:info@civiltcec.com)

Contributors: Civiltec Engineering, Inc., Meritt & Firth, Inc., Suez & Suez  
Date: April 26, 2023, Town Council Approval date: 5/13/2023







understanding of the existing systems performance to strengthen our system understanding. This will include contributing water, sewer, reclaimed water, and the landscaping/drainage infrastructure. This will also include Prescott's water infrastructure located within the community.

## Evaluation/Development of Design and Planning Criteria

Civiltec will develop the design and planning criteria for each system based on research of previous planning efforts, industry standards, and compliance requirements. We will conduct a workshop with the Town to solicit discussion and invite feedback on the criteria being developed. Feedback will be incorporated into the final criteria, design standards, and a baseline to determine the adequacy of the existing infrastructure and planned improvements.

The primary concern of the planning criteria is to establish the practical service life of each system component and verify whether maintenance or replacement will result in an economic benefit. These performance indicators may include efficiency, reliability, and maintenance history.

## Field Survey

Field survey will be conducted on all infrastructure where record data is insufficient to complete modeling and hydraulic analysis. This would primarily apply to the Town water and sewer facilities to establish elevations and equipment information to be incorporated into the models.

## GIS Base Map

Civiltec will work with the Town to obtain base mapping for service boundaries. This base map will

## Water and Wastewater Planning

**Demand Projections.** To develop demand projections for the 5-year CIP horizon, we will utilize local population projections to assist in development of future water and sewer demand projections.

| TOWN-WIDE POPULATION PROJECTIONS PER YEAR |                        |                 |                              |                       |
|-------------------------------------------|------------------------|-----------------|------------------------------|-----------------------|
| Year                                      | Population (Residents) | Annual % Change | Population Increase Per Year | Planning Horizon Year |
| 2019                                      | 12,375                 |                 | PER TOWN                     | 0                     |
| 2020                                      | 12,623                 | 2.00            | 248                          | 1                     |
| 2021                                      | 12,875                 | 2.00            | 252                          | 2                     |
| 2022                                      | 13,132                 | 2.00            | 257                          | 3                     |
| 2023                                      | 13,395                 | 2.00            | 263                          | 4                     |
| 2024                                      | 13,663                 | 2.00            | 268                          | 5                     |
| 2025                                      | 13,936                 | 2.00            | 273                          | 6                     |
| 2026                                      | 14,215                 | 2.00            | 279                          | 7                     |
| 2027                                      | 14,499                 | 2.00            | 284                          | 8                     |
| 2028                                      | 14,789                 | 2.00            | 290                          | 9                     |
| 2029                                      | 15,085                 | 2.00            | 296                          | 10                    |
| 2030                                      | 15,387                 | 2.00            | 302                          | 11                    |
| 2031                                      | 15,694                 | 2.00            | 308                          | 12                    |
| 2032                                      | 16,008                 | 2.00            | 314                          | 13                    |
| 2033                                      | 16,329                 | 2.00            | 320                          | 14                    |
| 2034                                      | 16,655                 | 2.00            | 327                          | 15                    |

be the platform for the construction of all the system models. Record maps obtained from the Town, will be reviewed and used to determine if the record data is adequate to construct the models. Civiltec will import all field data into the GIS platform for use in model construction and validation activities. We will finalize and coordinate with the Town during this process.

## Land Use Analysis and Build-Out Impacts

We will review the land use elements of the Town General Plan and current zoning and from Yavapai County for surrounding parcels to determine the Town's planning vision. An analysis of actual land use will reveal the number and type of vacant parcels and will distinguish between the various permitted land uses allowed under the current zoning. Civiltec will also review current and proposed development plans within the service area and provide an estimate of water and wastewater generation including the possibility of serving areas with reclaimed water for non-potable uses if it is not designated for recharge credits.

We will develop the build-out water demands and wastewater loading based on maximum occupancy of all buildable land within the service area.





**System Demands.** We will analyze existing and future system demands as they relate to The Town's water rights, water lease options, available supplies, water connection capacity, sewer flows and recharge capacities.

**Sources of Supply Analysis.** We will define the supply portfolio serving the needs of the Town based on current agreements, rights, and contracts. We will examine alternative sources of supply and rate all current and alternative sources of supply in terms of reliability, sustainability and availability for water, sewer and recycled water uses.

Current water quality standards will be compiled and Civiltec will review the Town's historical water quality testing, observing any trending of potential critical elements for future planning of additional necessary treatment facilities (arsenic, PFAS, and/or other contaminants).

**Sources of Future Supply Requirements.** We will evaluate the capacity of current sources of supply against design criteria under existing, near-term, and build-out demand conditions. This will also apply to the WWTP to identify potential expansion and/or enhanced treatment requirements.

| Well Name                        | 55 #   | Type                | Well Depth (ft) | Casing Depth (ft) | Casing Diameter (in) | Construction Date | Capacity (GPM) |
|----------------------------------|--------|---------------------|-----------------|-------------------|----------------------|-------------------|----------------|
| Sycamore Vista 1                 | 604725 | Non-Exempt          | 401             | 260               | 20                   | 9/4/1947          | 3000           |
| Sycamore Vista 2                 | 604724 | Non-Exempt          | 413             | 201               | 20                   | 9/4/1947          | 3300           |
| CW Backup                        | 595220 | Non-Exempt          | 410             | 406               | 6                    | 12/31/2002        | 60             |
| CW #1                            | 621557 | Non-Exempt          | 433             | 200               | 12                   | 9/1/1948          | 500            |
| Highlands Ranch                  | 800688 | Non-Exempt          | 551             | 216               | 14                   | 12/19/1947        | 1000           |
|                                  | 514309 | Non-domestic exempt | 255             | 255               | 8                    | 5/14/1986         | 30             |
|                                  | 504619 | Non-Exempt          | 585             | 325               | 10                   | 6/1/1983          | 200            |
|                                  | 606300 | Non-Exempt          | 644             |                   | 8                    | 4/14/1941         | 118            |
| OHM Potable (Roads)              | 606298 | Non-Exempt          | 300             | 300               | 8                    | 5/8/1905          | 50             |
| Yavapai College                  | 606295 | Non-Exempt          | 960             | 700               | 20                   | 10/27/1946        | 2000           |
| OHM Ball Park                    | 606294 | Non-Exempt          | 744             | 250               | 20                   | 1/1/1947          | 3200           |
| Prescott College                 | 606297 | Exempt              |                 |                   |                      | 1/1/1978          | 35             |
| Perkinsville Stock Tank          | 606296 | Non-Exempt          | 800             | 300               | 20                   | 1/1/1946          | 1200           |
| Cat Lady Park                    | 902298 | Non-Exempt          | 426             | 426               | 6                    | 1/1/2005          | 30             |
| Bright Star Well                 | 219691 | Non-Exempt          | 723             | 720               | 12                   | 4/6/2010          | 1100           |
| OHM Potential Water Supply Wells |        |                     |                 |                   |                      |                   | 6,603          |
| Service Area Wells               |        |                     |                 |                   |                      |                   | 2,660          |
| All Wells                        |        |                     |                 |                   |                      |                   | 15,823         |

**Sources of Supply to Pressure Zones.** For purposes of analysis, water supply is considered as the sum of all non-emergency sources entering a pressure zone, including wells, treatment facilities, booster stations and control valves. We will evaluate the capacity of the current supply to each pressure zone against design criteria under existing, near-term, and build-out demand conditions.

## Facility Analysis

**Water Production Infrastructure.** Production infrastructure generally consists of wells, potable and raw water transmission pipelines, treatment, and imported water connections. We will evaluate the capacity of production infrastructure against design criteria under the various demand conditions, including emergency water supply sources and availability.

**Booster Pump Station.** We will review pump efficiency tests for all booster pumps and sewer lift stations to evaluate their current performance relative to the manufacturer's performance curves, including possible impacts of surge (water hammer) conditions on each booster station due to a power outage or failure.

**Storage.** The storage analysis will focus on the adequacy of existing and future water storage to provide for emergency, firefighting, and operational purposes as defined by design criteria under the existing, near-term, and build-out demand conditions.

**Pressure Reducing Stations.** Pressure reducing stations will be reviewed for the various demand conditions for the identified pressure zones.

**SCADA/Telemetry.** We will review the coverage, quality and extent of data collected and archived by the SCADA or other telemetry system with respect to operational flexibility and efficiency.

**Transmission and Distribution Pipelines.** We will examine the efficiency and capacity of pipelines to deliver normal flow under existing, near-term, and



build-out demand conditions for water and sewer capacities and regulatory agency requirements. Replacement or additional lines and sizing will be identified for critical locations.

### Planning Analysis

We will develop a methodology in consultation with Town staff for identifying CIP projects for replacing, adding and/or upsizing wells, pipelines, pumps, and water storage tanks. We will also review the WWTP capacity for recommendations for expansion, enhanced treatment, and lift station upgrades.

### Water System Pressure Zone Maps and Hydraulic Profiles

We will create maps and hydraulic profiles for the distribution system as a whole and for each individual pressure zone with pressure zone boundaries. The hydraulic profiles will include elevations; sources of supply entering and leaving each pressure zone; high water line and usable volume of all storage facilities; and the service elevation range for each pressure zone and subzone.

As a product of the Old Home Manor IWMP water modeling, an additional pressure zone serving the northerly portion of the community was identified. This area located north, and northwest of the Old Home Manor development area will be further reviewed as a part of the overall Town-wide IWMP project.

### Water and Wastewater System Hydraulic Modeling

Civiltec will review the current information for the water and wastewater systems including available video records. We will model the collection system, connectivity and attributes based on the planning phase work and identify any abnormalities or required upgrades. Model elements will include a presentation-quality map of the system model showing pipe numbers, node numbers, manholes and other system components.

The water and wastewater models will be developed, calibrated, and used for identification of necessary improvements to provide service to the area for both the 5-year horizon and long-term development.

### Process Flow Diagrams

We will create process flow diagrams that depict the elements of the water and sewer infrastructure, their interconnectivity, elevation data, and general system configuration to provide an overview of the systems on a single drawing. This will reflect an overview of each system as a “big picture” representation.

### Recycled Water Planning

The Town discharges its treated wastewater to a series of recharge basins located near the plant for the purpose of recharging/banking the water for future use requirements. As a part of the recycled water planning, Civiltec will evaluate the existing reclaimed water process, the existing basins, current pumping capacity requirements, recharge capacity, historical contributions and identify deficiencies and recommend opportunities for expansion of the system. Our observations and modeling will result in identification of necessary improvements to provide the service to the area for both the 5-year and potentially long-term development plans.

We will create future system demands based on the Town’s past recharge basin data to identify potential uses or additional recharge capacity. Demand projections will also be developed, for reviewing the potential for recycled water demand. Use sites will also be developed if the treated effluent is not used exclusively for aquifer recharge purposes. The current WWTP water quality will be reviewed as well as what may be needed to meet a direct application of reuse water threshold.

We will evaluate the capacity of the reuse water supply to evaluate the limits of the use of recycled water supplies and the potential for reuse water storage (tanks, reservoirs, injection, and recovery wells, etc.). The evaluation will identify the need for distribution piping to potential users.



Reclaimed water modeling, review of regulatory requirements, system planning, CIP preparation, conducting the reclaimed water system workshop and the final memorandum for the system will follow the same general planning and development process as described for the water and sewer systems. The results of the Phase 1 tasks for the water, sewer and reclaimed Water Resources Master Planning will be reviewed in workshops with the Town for concurrence or required modifications of the findings. Final technical memorandums will be prepared and included for water, sewer and recycled water systems in the completed Final Report.

## PHASE 2: INTEGRATION

Phase 2 involves developing the Town-wide integration of the prior Phase 1 work for more detailed sizing of Town's systems to ensure compatibility for future needs.



### Integration of Water Resources

We will review the supply and demand needs of the Town from our previous tasks to determine how the needs can be met while considering their regulatory requirements. The reliability of the sources to meet future demands will also be examined to identify the most efficient means to achieve the Town's goals and develop the water resource alternatives. Logical phasing of the improvements will be identified in harmony with the development needs of the area.

The integration process will be based on the technical memorandums with identified infrastructure requirements, water availability, phasing needs and potential land use of the property.

At the conclusion of the integration assessment plan development, integration workshop, and preparation of the technical memorandums the outcome will be included in the final overall report.

## PHASE 3: CIP DEVELOPMENT

This phase includes the development of the 5-year CIP as well as system improvements and resource development generated by the previous water, sewer, reclaimed water, and integration plans. The 5-year plan will identify capital improvements required by year, chronology, predecessors, costs, and overall system planning. The final CIP will be reviewed in a workshop with the Town for concurrence or required modifications of the findings. A final CIP technical memorandum will be prepared and included in the final document.

### Cost Estimating Framework

We will establish a uniform cost estimating methodology suitable for planning purposes. To the extent feasible, the methodology will be based on protracted historical construction cost records provided by the Town and Civiltec's recent experience with related projects.

### Identification of Deficiencies

Based on hydraulic evaluation and cyclical replacement analysis, we will identify system deficiencies and recommend mitigation as a series of projects and programs. Each project or program will be discussed individually and include a description, justification, priority, cost estimate and map showing its extent. As applicable, project descriptions may also include opportunities for synergy, alternative solutions, qualification for alternative funding options and recommendations for field verification or further study.

The CIP will consider the Town's fiscal year budgeting for capital improvements so that a realistic plan can be developed for identified improvements.

### Presentation of the CIP

We will present the 5-year CIP graphically as a map for the service area with individual projects identified by name and type. The CIP will be presented in tabular form by type in accordance with

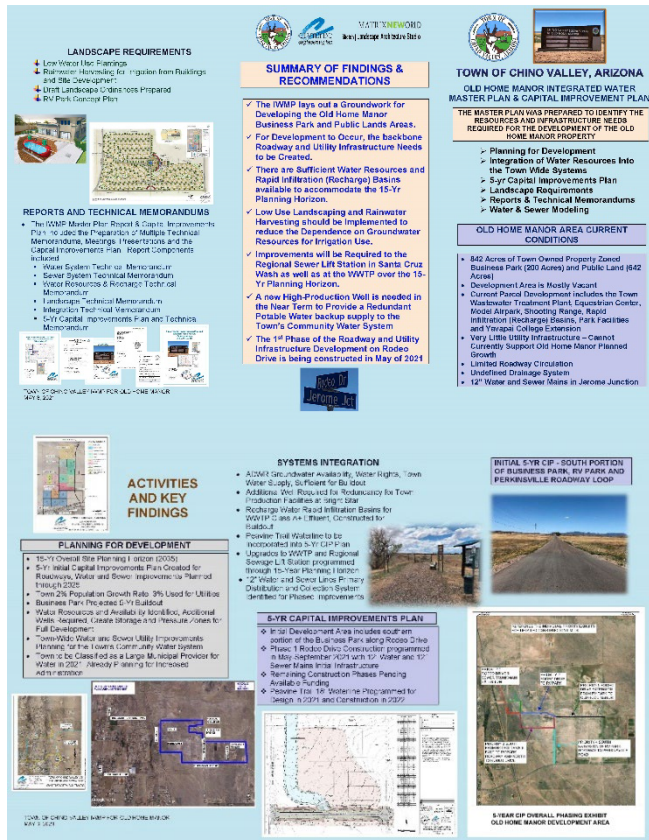






# Integrated Water Master Plan and Capital Improvement Plan

the Town's preferences for organization and budgeting.



## PHASE 4: OUTDOOR LANDSCAPE DESIGN

Civiltec will use the expertise of Sketch to develop the outdoor landscape design, stormwater capture possibilities and passive design criteria for elimination or minimization of outdoor watering and irrigation demands. Low water use plants, rain harvesting, underground stormwater collection cisterns, subsurface infiltration systems, rain barrels and other elements will be evaluated and included in a technical memorandum to be presented to the Town in a workshop.

The recommendations and draft ordinances could be applied Town-wide and apply to new developments within the Town. A design workshop will be held, a technical memorandum developed and recommendations for landscape ordinances will be provided and incorporated into the final IWMP.

## PROJECT DELIVERABLES

### IWMP Reports

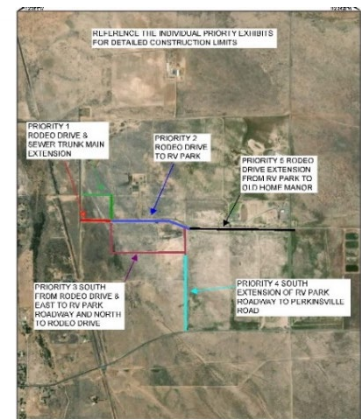
**Draft Report.** As each Technical Memorandum is completed, Civiltec will compile the full report (with the CIP) and present it as a draft report to the Town for review. Draft

submittals will include the production of an administrative overview outline/draft, initial draft, and final draft reports for review and comment by the Town. The draft executive summary will also be provided to Town for review.

**Final Report.** At the completion of the Draft Report preparation process, Civiltec will issue and present a Final Report and a stand-alone executive summary to the Town in an electronic PDF format, original Microsoft Word and Excel files, and several hard copies to be determined. Additionally, an informational summary brochure will be prepared for use by the Town for public outreach.

## CIVILTEC'S QA/QC PROGRAM

Civiltec maintains a robust QA/QC system customized to fit each project. The goal is to produce exceptional, accurate, conforming, compliant, cost effective, quality deliverables as specified in the scope of work and expected by the client. Civiltec's Project Manager will oversee, manage, and implement the QA/QC process and be responsible for ensuring that each project milestone has been processed in accordance with Civiltec's program. At each milestone, the Project Engineer will ensure the submittal meets the scope of work requirements, schedule, and budget. The Project Engineer will provide project updates to the Town's Project Administrator. The updates will include project status, comments on scope compliance, required action items, and updates on schedule and budget. Following review by the Project Manager, weekly project updates can be provided to the Town.



5-YEAR CIP OVERALL PHASING EXHIBIT  
OLD HOME MANOR DEVELOPMENT AREA





PROJECT SCHEDULE

We utilize Microsoft Project to develop and maintain overall project schedules. These schedules are used as a communication tool with our clients and staff, so all expectations and budgets are met. Based on our man-hour estimates and staff availability, project schedules are established for every task. The schedule on the following page is based on our similar experience and understanding of your project. Civiltec has the resources available to immediately begin this project and see it through completion to your complete satisfaction. The schedule assumes submittal reviews will be completed in a timely manner.

| ID | Task Name                                                                                                                                                                                                                                                       | Duration | Start       | Finish      | Jun '23Jul '23Aug '23Sep '23Oct '23Nov '23Dec '23Jan '24Feb '24Mar '24Apr '24May '24Jun '24Jul '24 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-------------|----------------------------------------------------------------------------------------------------|
| 1  | OVERALL PROJECT PRELIMINARY SCHEDULE                                                                                                                                                                                                                            | 260 days | Tue 7/4/23  | Mon 7/1/24  |                                                                                                    |
| 2  | Task 1 – Kick-off Meeting - Notice to Proceed                                                                                                                                                                                                                   | 33 days  | Mon 7/3/23  | Wed 8/16/23 |                                                                                                    |
| 3  | Kick-off Meeting                                                                                                                                                                                                                                                | 2 days   | Tue 8/15/23 | Wed 8/16/23 |                                                                                                    |
| 4  | Task 2 – Draft IWMP Plan                                                                                                                                                                                                                                        | 130 days | Tue 8/15/23 | Mon 2/12/24 |                                                                                                    |
| 5  | Data Acquisition, Establish Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements, Topo Survey and Other Identified Tasks     | 100 days | Tue 8/15/23 | Mon 1/1/24  |                                                                                                    |
| 6  | Workshops, Meetings, Draft Technical Memorandums and Preparation of the Draft IWMP Plan                                                                                                                                                                         | 30 days  | Tue 1/2/24  | Mon 2/12/24 |                                                                                                    |
| 7  | Task 3 – Final IWMP Plan                                                                                                                                                                                                                                        | 45 days  | Thu 2/15/24 | Wed 4/17/24 |                                                                                                    |
| 8  | Continued Data Acquisition, Establishment of Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements and Other Identified Tasks | 28 days  | Thu 2/15/24 | Mon 3/25/24 |                                                                                                    |
| 9  | Workshops, Meetings, Draft Technical Memorandums and Preparation of the Final IWMP Plan                                                                                                                                                                         | 17 days  | Tue 3/26/24 | Wed 4/17/24 |                                                                                                    |
| 10 | Task 4 – Draft Capital Improvements Plan (CIP)                                                                                                                                                                                                                  | 79 days  | Fri 2/16/24 | Wed 6/5/24  |                                                                                                    |
| 11 | Identify Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, Short and Long Term Cost Elements                                                                                                           | 40 days  | Fri 2/16/24 | Thu 4/11/24 |                                                                                                    |
| 12 | Meetings, Workshops and Prepare Draft CIP                                                                                                                                                                                                                       | 39 days  | Fri 4/12/24 | Wed 6/5/24  |                                                                                                    |
| 13 | Task 5 – Final CIP                                                                                                                                                                                                                                              | 15 days  | Thu 6/6/24  | Wed 6/26/24 |                                                                                                    |
| 14 | Final Identification of Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, and Short and Long Term Cost Elements                                                                                        | 10 days  | Thu 6/6/24  | Wed 6/19/24 |                                                                                                    |
| 15 | Submit Final CIP Plan                                                                                                                                                                                                                                           | 5 days   | Thu 6/20/24 | Wed 6/26/24 |                                                                                                    |
| 16 | Task 6 – Final Report and Deliverables                                                                                                                                                                                                                          | 3 days   | Thu 6/27/24 | Mon 7/1/24  |                                                                                                    |
| 17 | Final Report and Deliverables                                                                                                                                                                                                                                   | 3 days   | Thu 6/27/24 | Mon 7/1/24  |                                                                                                    |



## **APPENDIX A**

### **KEY TEAM MEMBER RESUMES & LICENSE COPIES**





## RICHARD ALDRIDGE, PE, MBA

### PROJECT MANAGER

#### PROFESSIONAL REGISTRATION

Professional Civil Engineer  
Arizona No. 20878

#### EDUCATION

MBA, Northern Arizona University,  
1996  
B.S., Civil Engineering Technology,  
Northern Arizona University, 1980

#### PROFESSIONAL AFFILIATIONS

American Council of Engineering  
Companies  
American Society of Civil Engineers,  
Associate Member

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

#### SUMMARY

Richard has more than 43+ years (5+ with **Civiltec**) of extensive engineering experience that includes project management, planning and design for public and private entities throughout Northern Arizona. He has provided engineering services via standard design-bid-build, construction manager at risk and design-build delivery systems. Richard's quality assurance/quality control experience includes construction plan reviews for various agencies for code compliance and competent design, subdivision plat reviews for conformance with construction plans, construction inspections, agency certifications, evaluation of testing report submittals, and review of contractor materials submittals for conformance with project specifications. He has also served as contract City Engineer for Williams (23+ years, 1992-2003 and 2005-2017), Town Engineer for Jerome (2013-2015), and Town Engineer for Camp Verde (6 years), Clarkdale (interim) and Sedona (short term assignment).

#### PROJECT EXPERIENCE

##### **Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley**

Project Manager. In charge of the development of the integrated water resources, water, wastewater, and reclaimed water master plan as well as the capital improvements plan for Chino Valley's Old Home Manor property. The IWMP identified/recommended the best ways to develop property, determine resources and infrastructure needs, and created a 5-year capital improvement plan implementation strategy for the purpose of ensuring that the Old Home Manor infrastructure is integrated seamlessly into a Chino Valley-wide utility system.

##### **Municipal Waterline Improvements, Town of Chino Valley**

Project Manager. The Town of Chino Valley selected Civiltec as the lead consultant for their Municipal Waterline Improvements Project. Civiltec helped to alleviate infrastructural stress by providing a new 18" waterline along the Peavine Trail to better accommodate the town's water demands in the Old Home Manor area of the community. The project included design for 4,554 linear feet of a 18-inch waterline that runs along the Peavine Trail, as well as the connections to the existing 12-inch waterline on Perkinsville Road and the 12-inch line on Road 2 North.

##### **Public Safety Drill Grounds Master Plan, City of Prescott**

Project Manager. Civiltec conducted an in-depth study of the existing drainage, utilities, and hardscape features such as concrete slabs and paved surfaces at the City of Prescott Fire Training facility. The information was then put into a phased master development plan to provide improvements to the training facility. Improvements included



## **RICHARD ALDRIDGE, PE, MBA**

### **BRANCH MANAGER/PRINCIPAL ENGINEER**

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site drainage, concrete and asphalt pavements, parking areas, electrical and lighting systems, septic systems, and addressing water flow pressure issues. Civiltec also provided surveying services to the police shooting range parcel.

#### **Seligman Sewer Improvements, Yavapai County Public Works Dept.**

Project Manager. Responsible for the survey, design, bid and construction phase services for a Northern Arizona Council of Governments / Community Development Block Grant funded improvement project in Seligman, Arizona. Work included the design for the rehabilitation of an 80 – 100-year-old cast iron waterline running under the Burlington, Northern and Santa Fe Railroad. Project design included gaining railroad authorization/permitting for the improvements within their right-of-way, rehabilitation/cleaning of the old sewer line without damaging the ancient cast iron pipe and installation of a cured in place liner to provide another 100 years of service life. New manholes were included at the ends of the pipeline to replace old concrete boxes.

#### **Ash Fork Drainage Master Plan, Yavapai County Flood Control District**

Project Manager. Responsible for the development of a drainage master plan funded by Yavapai County Flood Control District. Work included data acquisition, facility inventory, hydrology/hydraulics, mapping, identification of areas requiring improvements, development of the master plan report and 15% level of detail plans for various improvements. Several community meetings were held in Ash Fork to receive public input in the development of the master plan. Additionally, questionnaires were developed in conjunction with the Yavapai County Flood Control District and published in the local newsletters requesting comment from the residents. The plan will serve to guide for Yavapai County Flood Control District project funding in future years.  
*(Individual Experience)*

#### **Jerome Drainage Master Plan, Yavapai County Flood Control District**

Project Manager. Responsible for the development of a drainage master plan funded by Yavapai County Flood Control District. Work included data acquisition, facility inventory, hydrology/hydraulics, mapping, identification of areas requiring improvements, development of the master plan report and 15% level of detail plans for various improvements. Several community meetings were held in Jerome to receive public input in the development of the master plan. Additionally, questionnaires were developed in conjunction with the Yavapai County Flood Control District and published in the local newsletters requesting comment from the residents. The plan will serve to guide for Yavapai County Flood Control District project funding in future years.  
*(Individual Experience)*

#### **Town of Prescott Valley – Drilling and Equipping New Municipal Wells**

Project Manager for engineering services for the Design and construction phase services for 4 new municipal wells for the Town of Prescott Valley. Work included survey, permitting, SWPP Plans, site design, well pump sizing, well head equipment and building layout, and construction inspection and certification. Wells completed and placed into service in the last 5 years include Legend Larry, Little Pete, Antelope Park, and Monks Well.





# State of Arizona

## State Board of Technical Registration

for

Architects, Assayers, Engineers, Geologists,  
Landscape Architects and Land Surveyors

### Richard Edward Aldridge

having exhibited to the Arizona State Board of Technical Registration satisfactory evidence of good moral character and of qualifications and proficiency, is hereby authorized to practice professionally in the State of Arizona and use the title of

### Professional Engineer

with proficiency in

### Civil Engineering

In witness whereof,  
the Board grants registration and issues  
certificate number 20878, subject to  
renewal, and affixes the seal of this  
Board at Phoenix, Arizona, this  
15th day of July, 1987.



*Paul W. Lill*  
Chairman of the Board

*C. D. Benson*  
Secretary of the Board



## RICHARD SHROADS, PE, RLS

### PRINCIPAL IN CHARGE & QA/QC

#### PROFESSIONAL REGISTRATION

Professional Civil Engineer  
 Arizona No. 24601  
 California No. 35447  
 Professional Land Surveyor  
 Arizona No. 26405  
 California No. 5640

#### EDUCATION

B.S. Civil Engineering, California  
 Polytechnic University, Pomona,  
 1981

#### PROFESSIONAL AFFILIATIONS

American Council of Engineering  
 Companies  
 American Public Works Association  
 American Society of Civil Engineers  
 Arizona Floodplain Management  
 Association  
 Arizona Professional Land Surveyors  
 Association  
 California Land Surveyors Association

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

#### SUMMARY

Richard (Rick) has been involved in the civil engineering arena since 1976. In 1986, he founded Civiltec Engineering, Inc. and served as President for 28 years. Rick has 46+ years (37+ with **Civiltec**) of experience in the project management and design of roadways, water supply and distribution systems, sewer systems, hydrology and drainage systems, airport specialty design and site development plans. He has performed and prepared boundary analysis and establishment surveys, geodetic surveys, cadastral surveys, ALTA surveys, topographic surveys, aerial control surveys, mapping, platting, title research and analysis, land title discrepancy resolution, legal assistance, and hundreds of construction survey projects.

Recently, Rick served as interim County Engineer for Coconino County. He was instrumental in the preparation and implementation of in-house engineering procedures for delivering capital improvement projects associated with pavement reconstruction, preservation projects and flood control projects county wide. He also managed flood and debris mitigation projects associated with the aftermath of the Schultz fire and Slide fire disasters.

#### PROJECT EXPERIENCE

##### **Bisbee Water Master Plan, Arizona Water Company**

Principal. Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

##### **Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley**

Principal. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

##### **Ho Kay Gan Area Drainage Master Study, Yavapai County**

Principal. Completed new two dimensional hydrologic and hydraulic modeling for the 1.5-square-mile watershed impacting the study area (approximately 300 acres) including significant existing drainage structures. The area is entirely residential and essentially built out. Based on the modeling and input from residents through mailed questionnaires and public meetings, problem areas were identified and quantified for various storm event recurrence intervals. Conceptual alternatives and preliminary



## **RICHARD SHROADS, PE, RLS**

### **PRINCIPAL IN CHARGE & QA/QC**

preliminary cost estimates were prepared to mitigate drainage and flooding problems. Based on a set of developed criteria, conceptual alternatives were recommended. The conceptual mitigation measures alternatives were then prioritized based on a weighted prioritization matrix. The selected alternatives included regional detention, storm drain improvements and roadway crossing improvements.

#### **Kachina Village Water & Wastewater Master Plan, Kachina Village Improvement District**

Principal. The Kachina Village Improvement District desired a water and wastewater master plan to improve operations, project future capital improvement project and accommodate for growth in their service boundary. The water system consisted of wells, distribution mains, pump stations, reservoirs, and disinfection facilities, while the wastewater system consisted of gravity mains, force mains, manholes, cleanouts, lift stations, treatment plant and effluent evaporation ponds. The goal for this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater system, maintenance, capital improvement programs and associated costs that must be recovered by Kachina Village Improvement District to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and capital improvement plans with cost estimates and project prioritization.

#### **Granite Oaks Water System Upgrade, City of Prescott**

Principal. Prepared a water system master plan study, analysis of the existing supply, distribution, and storage system for a water company serving 1,200 customers. Completed engineering plans and documents for new wells, with unbalance three phase power problems, new distribution lines and telemetry systems. Provided construction surveying, inspection, and management during the construction process. Construction phase services included construction observation (inspection), construction surveying, on-site problem solving, change order advice, inspection reports, as-built plans and certifications, and contractor pay request reviews and approvals for new well construction, water supply line and interconnection, electrical system, low voltage starter, telemetry, and well mechanical valving system.

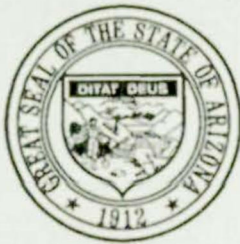
#### **Yavapai County Jail, Sewer System Study and Pump Station Design, Camp Verde**

Principal Engineer. This project included flow analysis and extrapolated predictions for future flows for a 400-bed addition to the facility. A duplex submersible pump station was rehabilitated. The improvements included polymer wet well lining, and design to handle peak flows with one pump out of service. A new force main and gravity collection system were also designed to minimize velocities and maintain solids movement.

#### **Sewer System Engineering Analysis, Embry Riddle Aeronautical University**

Principal. Provided professional services to map the campus sewer system by researching historical data, surveying all existing manholes, cleanouts, and other pertinent data associated with the system. Worked with a sub consultant and provided video for approximately 12,000 lineal feet of sewer main and lateral piping on the campus that was culminated into a report. The report encompassed all the survey data for each manhole. The video illustrated the size, type, and condition of each lineal foot of pipe on campus. Based on research and data collection, identified immediate needs and capital improvements to be completed within the next 5 years. This report was presented to the staff, facilities management, and the architect for the Master Planning of the campus. This comprehensive report, along with easy-to-read color-coded maps, is being used and implemented as Embry Riddle Aeronautical University is beginning to upgrade their system.





# STATE OF ARIZONA

## STATE BOARD OF TECHNICAL REGISTRATION

FOR ARCHITECTS, ASSAYERS, ENGINEERS, GEOLOGISTS,  
LANDSCAPE ARCHITECTS AND LAND SURVEYORS

**RICHARD HENRY SHROADS**

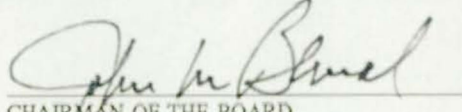
HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF  
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD  
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,  
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE  
STATE OF ARIZONA AND USE THE TITLE OF

**REGISTERED PROFESSIONAL ENGINEER**

WITH PROFICIENCY IN

**CIVIL ENGINEERING**

IN WITNESS THEREOF, THE BOARD  
GRANTS REGISTRATION AND ISSUES  
CERTIFICATE NUMBER 24601 SUBJECT  
TO RENEWAL, AND AFFIXES THE SEAL  
OF THIS BOARD AT PHOENIX, ARIZONA  
THIS 27TH DAY OF SEPTEMBER, 1990.

  
CHAIRMAN OF THE BOARD

  
SECRETARY OF THE BOARD







## BENJAMIN TOWNSEND, PE

### SENIOR PROJECT MANAGER

#### PROFESSIONAL REGISTRATION

Civil Engineer, Arizona #45668  
General Contractor AROC #212011

#### EDUCATION

BS Civil Engineering, Arizona State  
University, 2001

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☐ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

#### SUMMARY

Ben has recently joined Civiltec. He has over 20 years' experience providing professional engineering, planning and construction support services to various public agencies and private sector clients in Yavapai County and Northern Arizona. His experience includes civil engineering, land planning, ADA compliant site plan coordination and design, CAD design and drafting, site grading and drainage design, roadway design, stormwater detention design, water supply and distribution, wastewater collection systems, subdivision development, and stormwater drainage studies. He has coordinated with clients, design teams, municipality representatives, contractors, surveyors, etc. on fee proposals, billing, construction administration, RFIs, testing, observation, as-builts, project cost estimates, specifications, water, sewer and drainage design reports, and stormwater pollution prevention plans. Ben has worked closely with local municipalities like City of Prescott, Yavapai County, Town of Prescott Valley, Arizona Department of Transportation, and other approving agencies, and understands local agencies' standard details, specifications and other requirements for review processes and permit issuance. He is also skilled in the latest software for surveying, land planning and civil engineering applications, including Autodesk Civil 3D.

#### PROJECT EXPERIENCE

##### **Water System Analysis, Embry-Riddle Aeronautical University**

Project Engineer. Our team is in the process of going over existing documents and system information of current water system, perform site visits for verification of installed facilities, review of available as-built construction plans for initial system mapping, review of historical water usage (demands) for the system, and determine future system needs. The prepared water system maps including the primary facilities (PRV Stations Master Meters, waterline approximate locations and sizes, valves, air release valves, fire hydrants, approximate locations of other water meters, and other system components. Final map formatting, scale, and presentation to create a backbone model of the water system. The modeling will also identify where deficiencies exist and the team will make recommendations for future system improvements.

##### **Peavine Trail 18-inch Waterline Improvements, Town of Chino Valley**

Project Engineer. Professional design and construction management/observation services for approximately 4,554 linear feet of 18-inch water main that will connect the existing 12-inch line in Perkinsville Road to the existing 12-inch water main at Road 2 North. The new waterline will follow the Town-owned Peavine Trail alignment. This new water main will create a loop in the northern section of the water distribution system and is being funded in part by an EAP Grant.



## **BENJAMIN TOWNSEND, PE**

### **SENIOR PROJECT MANAGER**

#### **Road 2 North Water and Sewer Extension Study, Town of Chino Valley**

Project Engineer. The project consists of a review of the existing water and sewer infrastructure, estimating demands for the Road 2 North potential water and sewer service area, and modeling the existing water and sewer systems for sizing of potential line extensions.

#### **Design Review and Operations Enhancement, Inscription Canyon Water Company**

Project Engineer. Consists of a set of wells and water distribution systems to the Inscription Canyon/Whispering Canyon developments and a second set of wells and water distribution systems to the Talking Rock/TRR Golf Course development. The two systems are independent with no cross ties. The project was split into three phases. Phase 1 including the Inscription Canyon/Whispering Canyon & Talking Rock water system data collection, system mapping, evaluation and general recommendations. Phase 2 incorporates the Talking Rock Ranch water system modeling, system detailed evaluation and report preparation including recommendations for system and operational enhancements. While Phase 3 is the Inscription Canyon/Whispering Canyon water system modeling, system detailed evaluation and report preparation including recommendations for system and operational enhancements.

#### **Community Center Drainage Improvements, Town of Chino Valley**

Project Engineer. Anticipated work includes drainage improvements for the overall area, paving of the Community Center parking lot and detention basin enhancements. This proposal is for the first phase of the project which includes the installation of drainage improvements from the northeast corner of the Community Center to the trails/detention basin area adjacent to Perkinsville Road.

#### **Drainage Improvements, Town of Dewey-Humboldt**

Project Engineer. providing drainage improvements for two culverts in the vicinity of E. Bradshaw Road and S. Foothill Drive in the Town of Dewey-Humboldt, Arizona. Phase 1 tasks for the project will consist of a topographic survey to define the limits of the improvements, a drainage memo for sizing the culverts and the preparation of construction plans for the culvert improvements. Post design services are in Phase 2.

#### **Chino Valley Solar Farm Drainage Improvements, Arizona Public Service**

Project Manager. design work related to repairs to an existing storm drain culvert that crosses a site driveway in the southeast corner of the site. The culvert crossing was damaged during recent storms when the culvert crossing became clogged and was overtopped. The existing culvert crossing consists of six 36-inch diameter HDPE culvert barrels with grates, (approximately 6"x6" grid), affixed to the inside diameter of the pipes. It appears that the culvert inlets became clogged with off-site vegetative debris, causing the inlet side of the culvert pipes to be deflected upwards. Additionally, the clogging caused the culvert crossing to be overtopped, routing storm water onto the site in a location that caused problems with current construction activities. The overtopping also created concerns about possible future overtopping occurrences adversely affecting the improvements to be in the path where the overtopping occurred. The project will consist of designs to repair the damaged culverts, construct an inlet headwall structure with trash-racks to help prevent clogging and an embankment to help divert overtopping storm water to flow over the road at the existing culvert location directly into the downstream channel, rather than at the existing low point south of the culvert crossing.

#### **WIFA Master Plan System Mapping, Diamond Valley Water District**

Project Engineer. proposal is to renew the on-call agreement established between Diamond Valley Water District and Civiltec in 2017, with a current rate schedule.



# STATE OF ARIZONA

## STATE BOARD OF TECHNICAL REGISTRATION

**BENJAMIN WALTER TOWNSEND**

HAVING EXHIBITED TO THE ARIZONA STATE BOARD OF  
TECHNICAL REGISTRATION SATISFACTORY EVIDENCE OF GOOD  
MORAL CHARACTER AND OF QUALIFICATIONS AND PROFICIENCY,  
IS HEREBY AUTHORIZED TO PRACTICE PROFESSIONALLY IN THE  
STATE OF ARIZONA AND USE THE TITLE OF

**REGISTERED PROFESSIONAL ENGINEER  
WITH PROFICIENCY IN  
CIVIL ENGINEERING**

IN WITNESS THEREOF, THE BOARD  
GRANTS CERTIFICATION AND ISSUES  
CERTIFICATE NUMBER 45668 SUBJECT  
TO RENEWAL, AND AFFIXES THE SEAL  
OF THIS BOARD AT PHOENIX ARIZONA  
THIS 20TH DAY OF DECEMBER, 2006.



Stuart R. Lane, Board Chair

Joy Lyndes, Secretary



## ANDREW SHROADS, PE, CFM

### STORMWATER AND MODELING

#### PROFESSIONAL REGISTRATION

Professional Civil Engineer  
Arizona No. 58518  
Certified Floodplain Manager  
National No. US 13-07037

#### EDUCATION

M.S. Civil Engineering,  
University of Arizona, 2011  
B.S. Civil Engineering,  
University of Arizona, 2009

#### PROFESSIONAL AFFILIATIONS

Arizona Floodplain Management  
Association  
Association of State  
Floodplain Managers

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

#### SUMMARY

Andrew has 16+ years (all with **Civiltec**) of diverse civil engineering experience. This includes utility coordination, geographic information system processing, preparation of area drainage master plans and studies, hydrologic and hydraulic modeling for drainage structures, ponds, rivers, water and sewer systems; construction bid packages grading and drainage, roadway/highway improvements, water and sewer systems, large stormwater recharge basins, storm drains, channels, reservoirs and natural gas systems; survey, plan reviews and improvement plan set quality assurance/ quality control. Software experience includes Civil3D, MicroStation and InRoads, CulvertMaster, FlowMaster, ArcGIS, WSPG, WMS, HEC-RAS, HEC-1 and FLO-2D.

#### PROJECT EXPERIENCE

##### **Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley**

Project Engineer. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

##### **Town of Bisbee Water Master Plan, Arizona Water Company**

Project Manager. Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

##### **Pinal County Water Supply Assessment, Arizona Water Company**

Project Engineer. Responsible for the development of Pinal County's water supply analysis and project sustainability over the following ten years to match 2022 and 2027 milestones. Water duty factors are developed from existing demand by land use category. Production and water losses are also considered in the analysis. capacity of existing plants under 2017, 2022 and 2027 demand conditions.

##### **Kachina Village Improvement District's Water Master Plan, Coconino County**

Project Engineer. The Kachina Village Improvement District desired a water and wastewater master plan to improve operations, project future capital improvement project and accommodate for growth in their service boundary. The water system consisted of wells, distribution mains, pump stations, reservoirs, and disinfection facilities, while the wastewater system





## **ANDREW SHROADS, PE, CFM**

### **PRINCIPAL, PROJECT MANAGER**

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consisted of gravity mains, force mains, manholes, cleanouts, lift stations, treatment plant and effluent evaporation ponds. The goal for this project was to establish a realistic and affordable plan for operations during a 20-year horizon as it relates to the water and wastewater system, maintenance, capital improvement programs and associated costs that must be recovered by Kachina Village Improvement District to remain self-sufficient. Research tasks included review of their general plan and relevant planning documents, confirming design criteria, assessing pipe capacity, and reviewing existing and projected water and sanitary sewer regulations. The master plans developed current and projected loading scenarios including peak flows and capital improvement plans with cost estimates and project prioritization.

#### **Schultz Area Flood Mitigation and Emergency Watershed Protection, Coconino County**

Project Engineer. Since 2010, Civiltec has assisted Coconino County with hydrologic modeling and several flood mitigation design and construction projects associated with the Shultz Fire. The hydrology study quantified the peak flow rates impacting the 50 square mile study area in the immediate post burn condition in 2010, at a point where some short-term recovery has occurred in 2015, and at a point where some longer-term recovery has occurred approximately in 2030. Civiltec also provided civil design and surveying, project management, construction administration, construction staking, and construction observation services for multiple flood corridors including the Wupatki Corridor, Brandis Corridor, Campbell Corridor, North Paintbrush Corridor, and South Paintbrush Corridor. Schultz project goals are to provide immediate and long-term flood protection and watershed restoration benefits to offset the continued impacts and threats by flooding, erosion, and debris damage as a result the Schultz fire. The project includes an integrated watershed approach that ties watershed recovery efforts on forest to flow conveyance and flood protection measures in the neighborhood. The project will reduce sediment loads originating in USFS lands and will safely convey flood waters through developed public and private lands.

#### **Lakeside Water Master Plan, Arizona Water Company**

Principal & Project Manager. Prepared water model and capital improvement plan documents.

#### **2017 Water Master Plan and Water Quality Assessment, La Verne**

Project Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

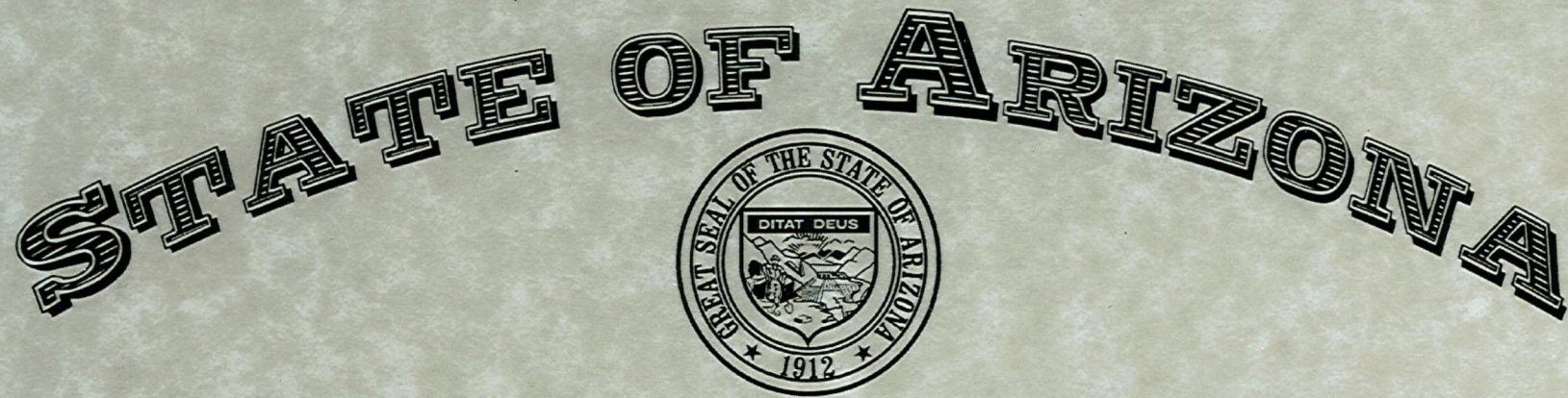
#### **Valley Country Water District's 2012 Water Master Plan Update**

Project Engineer. Completed the analysis of the Southern California Association of Government's geographic information system database to develop a boundary map and land use tables for Baldwin Park.

#### **Sunny Slope Water Company's, 2012 Water Master Plan**

Project Engineer. Developed a boundary map that included land use breakdown by parcel as part of the water master plan.





## Board of Technical Registration

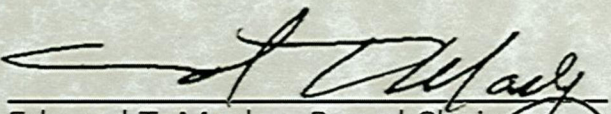
# Andrew Richard Shroads

Having exhibited to the Arizona State Board of Technical Registration  
satisfactory evidence of good moral character and of qualifications  
and proficiency, is hereby authorized to practice professionally  
in the state of Arizona and use the title of

## ENGINEER/CIVIL

In witness thereof, the Board grants certificate  
number 58518, and affixes the seal of this  
board at Phoenix, Arizona this  
26<sup>th</sup> day of August, 2014



  
Edward T. Marley, Board Chair

  
Robert M. Stanley, Board Secretary



**ASSOCIATION OF STATE  
FLOODPLAIN MANAGERS, INC.  
CERTIFICATION BOARD OF REGENTS**

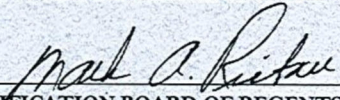
HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE  
CERTIFIED FLOODPLAIN MANAGER PROGRAM

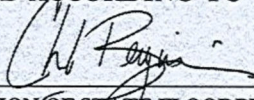
**Andrew R. Shroads, CFM**

IS DULY REGISTERED AS AN

**ASFPM CERTIFIED FLOODPLAIN MANAGER**

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE  
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-13-07037, ISSUED 5/6/2013. THIS  
CERTIFICATE SHALL EXPIRE 7/31/2019, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

  
\_\_\_\_\_  
CERTIFICATION BOARD OF REGENTS  
PRESIDENT, MARK RIEBAU, CFM

  
\_\_\_\_\_  
ASSOCIATION OF STATE FLOODPLAIN MANAGERS  
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM







## GRETEL D. OCHOA-NHAC, PE

### PROJECT ENGINEER

#### PROFESSIONAL REGISTRATION

Professional Civil Engineer  
California No. 91903  
Water Audit Validator Certified,  
California-Nevada Section,  
American Water Works Association

#### EDUCATION

M.S., Civil Engineering, Emphasis in  
Transportation Engineering,  
California State Polytechnic  
University, 2015  
B.S., Civil Engineering, California State  
Polytechnic University, 2012

#### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers  
Institute of Transportation Engineers

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☐ Transportation Engineering
- ☐ Wastewater Engineering
- ☒ Water Engineering
- ☐ Survey
- ☒ Construction Management

#### SUMMARY

Gretel has 10+ years (8+ with Civiltec) of experience in civil engineering. Her experience includes water modeling/analysis using InfoWater and design of pipelines and roadway improvements. Over the years her experience has led to her becoming an experience person to have on the team from start to finish duties including research, scheduling, coordinating with project manager and stakeholders as well as the whole team, and assisting in driving on time deliverables. Gretel's bread and butter besides is water master plans, urban water management plans, and water audits and validations. She understands the importance of working together with the team to produce a great product, on time. Additionally, Gretel has been involved with modeling more than 50 water systems, including 10+ water or recycled water master plans.

#### PROJECT EXPERIENCE

##### **Town of Bisbee Water Master Plan, Arizona Water Company**

Project Manager. Prepared water model and capital improvement plan documents for the approximately 40 square mile Bisbee Planning Area to help determine the phasing of necessary infrastructure regarding fire flows to Old Bisbee including updated infrastructure from the Naco well field water source to Old Bisbee fire hydrants and systematic replacement of the existing Old Bisbee fire suppression system.

##### **2023 & 2015 Urban Water Management Plan, Sunny Slope Water Company**

Staff Engineer. Prepared Sunny Slope Water Company's (SSWC) Urban Water Management Plan (UWMP) in compliance with the UWMP Act to satisfy all statutory and regulatory requirements established by the Department of Water Resource. The report fulfilled a variety of planning, informational and legal requirement and served as a primary source for integrated water and land use planning at the district, city and county levels per compliance with SB 610 and SB 221 related to water assessment and procurement of water supplies prior to construction of new development.

##### **2015 Urban Water Management Plan, Orchard Dale Water District**

Staff Engineer. This Urban Water Management Plan Update was prepared to fulfill the requirements of the Urban Water Management Planning Act and to comply with the *Guidebook to Assist Water Suppliers in the Preparation of a 2015 Urban Water Management Plan* as provided by the California Department of Water Resources (DWR) for a total service area of approximately 2.02 square miles (1,400 acres). The District's water system has one pressure zone, 4,000 services, and approximately 40 miles of pipeline.





## **GRETEL D. OCHOA-NHAC, PE**

### **PROJECT ENGINEER**

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#### **2017 Water Master Plan and Water Quality Assessment, La Verne**

Staff Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

#### **2015 Urban Water Management Plan, Walnut Valley Water District**

Staff Engineer. Developed the District's water system modeling and hydraulic modeling. Collaborated in developing policy and direction for urban development and implementation of conservation measures within the District.

#### **2015 Urban Water Management Plan, Cucamonga Valley Water District**

Staff Engineer. Prepared Cucamonga Valley Water District's (CVWD) 2015 Urban Water Management Plan, which required collaboration to develop policy and direction for urban development and implementation of conservation measures within CVWD. The plan served as an important source document for surrounding cities and counties as they update their general plans. Recommended building new wells to capture groundwater to ensure there would be sufficient water supply during times of drought, regulatory constraints, or emergencies. The public hearing for the UWMP was held on June 14, 2016 and comments were incorporated prior to the submittal of the report. Immediately following the public hearing, this document was adopted by the CVWD Board and the UWMP was submitted on June 30th of the same year to the California Department of Water Resources.

#### **Maine Booster Pump Station Feasibility Study and Improvements, Valley County Water District**

Project Engineer, Hydraulic/Hydrologic. Completed the hydraulic analysis and prepared the final design for the Maine Booster Pump Station improvements including modifications to the Maine East and West Well and East and West Steel Reservoir inlet/outlet piping. A hydraulic analysis was performed to ensure the replacement pumps are sufficiently sized to pressurize the system in conjunction with the Valley County Water District's second pump station within the same zone. The analysis also included an evaluation of pump sequencing that was critical to service the pressure zone with multiple pumps with different capacities and HP. The project replaced four existing horizontal split case pumps and new 25-, 30-, 50-, and 100-HP motors. Additional services included construction support during construction.

# BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

**CIVIL ENGINEER**  
**GRETEL DAIANA OCHOA-NHAC**  
**C 91903**

2535 Capitol Oaks Drive, Suite 300, Sacramento, CA 95833-2944

Telephone Number: 916-263-2222

[www.bpelsg.ca.gov](http://www.bpelsg.ca.gov)







# Water Audit Validator Certificate

**Gretel Ochoa-Nhac**

*Has completed the training and examination requirements for validating water loss audits, which have been compiled following the principles and terminology laid out by the American Water Works Association, according to the Level 1 Water Audit Validation methods set forth by the Water Research Foundation; and is hereby granted this Certificate of completion as a*

**CALIFORNIA WATER AUDIT VALIDATOR**

William E. Penn  
Director of Educational Programs

Valid through December 17, 2024



## C. SHEM HAWES, PE

### WASTEWATER

#### PROFESSIONAL REGISTRATION

Professional Civil Engineer  
California No. 69578

#### EDUCATION

B.S. Civil and Environmental  
Engineering, University of Utah,  
2002

#### PROFESSIONAL AFFILIATIONS

Orange County Water Association  
Southern California Water Utilities  
Association

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☐ Survey
- ☒ Construction Management

#### SUMMARY

Shem has 19+ years (15+ with **Civiltec**) of water and wastewater experience. During his tenure at **Civiltec**, he has been integral in developing relationships with clientele and interacting at multiple levels with business partners and owners to develop solutions for water, wastewater, and public works projects. He has been the responsible engineer for hundreds of unique planning, design and analytical projects while acting in the role of project manager and/or senior engineer. Wastewater experience has included the planning, design and construction management of wastewater treatment facilities including performing analysis on sewer collection facilities and designing sewer pump stations. In addition, he has been involved in modeling and designing water distribution and sewage collection systems. He was intimately involved with development of mass balance models for wastewater treatment processes which integrated recycled and utility water return and solids handling into the overall loading of the plant. Unique wastewater treatment plant processes could be programmed into this model to simulate mass loading through the plant and determine the cause and effect to the facility. Shem also developed hydraulic modeling systems to simulate hydraulic conditions through the plant's operations.

#### PROJECT EXPERIENCE

##### **Urban Water Management Plan, Sunny Slope Water Company**

Senior Project Engineer. Prepared Sunny Slope Water Company's Urban Water Management Plan in compliance with the Urban Water Management Plan Act to satisfy all statutory and regulatory requirements established by the Department of Water Resource. The report fulfilled a variety of planning, informational and legal requirement and served as a primary source for integrated water and land use planning at the district, city and county levels per compliance with SB 610 and SB 221 related to water assessment and procurement of water supplies prior to construction of new development.

##### **Sewer Master Plan, City of La Verne**

Project Manager. Study was to provide a determination of existing capacity and formulate necessary improvements to accommodate future growth. Numerous treatment technologies were reviewed including conversion of the existing conventional activated sludge facility into an extended aeration facility, a membrane bioreactor or an integrated fixed film process. Evaluations for improvements were made to identify the most valued solution considering capital cost, long term operations, suitability to the permitting climate, reputation, warranties and customer support.

##### **Lakeside Water Master Plan, Arizona Water Company**

Project Engineer. Prepared water model and capital improvement plan documents.





## C. SHEM HAWES, PE WASTEWATER

### **Water Master Plan and Water Rate Study, City of Covina**

Project Manager Responsible for the comprehensive preparation of the final report. This effort included updating the existing H2ONet model to reflect the current condition of the water system, developing demand conditions, formulating demand projections, reviewing land use and planned development, formalizing and prioritizing capital improvement projects over a 10-year period. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.

### **Water Master Plan and Water Quality Assessment, La Verne**

Senior Project Engineer. Responsible for developing the policy and direction for urban development and implemented conservation measures. Completed a study to verify the results of the prior Lead Corrosion Study (prepared by another firm) and Nitrification Monitoring and Control Plan to determine additional operational adjustments and system improvements to be made to minimize the occurrence of nitrification and corrosion. Also included an analysis of the system to determine sensitivities to nitrification and ultimately solutions to minimize loss of disinfectant and nitrification. Developed water system model, operational, administrative, and capital improvements were summarized, capital improvement concepts prepared to conceptualize capital improvements and descriptions for the need and benefits of each project summarized.

### **Wastewater Master Plan and Flow Model, Pepperdine University**

Project Manager. Prepared the wastewater master plan and wastewater flow model. The project included consideration of existing improvements and projected future wastewater generation. These studies served to support the university in development of their long-range plans for improvements.

### **Water Master Plan Update, La Habra Heights County Water District**

Project Manager. Responsible for the comprehensive preparation of the final report. This effort included updating the existing H2ONet model to reflect the current condition of the water system, developing demand conditions, formulating demand projections, reviewing land use and planned development, formalizing and prioritizing capital improvement projects over a 10-year period. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.

### **Water System Capital Improvement Plan Update, City of Newport Beach**

Project Manager. Responsible for the development and expansion of Newport Beach's capital improvement program, quantification of capital costs and mapping of water system improvements within their geographic information system. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system, and recommendations for capital improvements with financing methods.

### **Hydraulic Model and System Planning, Castaic Lake Water Agency**

Project Manager. Responsible for the hydraulic model and system planning efforts as part of the master planning effort to development the base hydraulic model from record documents into the MWH Soft InfoWater program. Served as main point of contact for Castaic Lake and advisor of technical analysis, documentation and capital improvement planning and reporting in preparation of the study. The master plan consisted of the compilation and fine-tuning of a water system computer model, analysis of the existing and ultimate water system and recommendations for capital improvements with financing methods.



# BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS



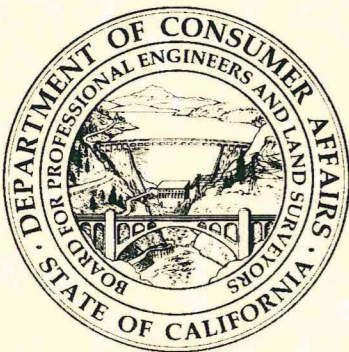
Exp.: 06/30/22

This Is To Certify That Pursuant  
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

## Christopher Shem Hawes

IS DULY LICENSED AS A  
PROFESSIONAL ENGINEER  
IN  
CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and  
Privileges Conferred In Said Code



WITNESS OUR HAND AND SEAL

Certificate No C 69578

This 20th day of January, 2006, at Sacramento, California.

BOARD FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS

Executive Officer

President



## RAYMOND J. BUETTNER, III

### PLANNING DOCUMENTS

#### EDUCATION

Continuing Education, Civil Engineering, Old Dominion University  
 B.S. Secondary Education, English, Northern Arizona University, 1995

#### PROFESSIONAL AFFILIATIONS

Arizona Floodplain Management Association

#### EXPERTISE

- ☒ Civil Engineering
- ☒ Drainage Engineering
- ☐ Electrical Engineering
- ☒ Transportation Engineering
- ☒ Wastewater Engineering
- ☒ Water Engineering
- ☒ Survey
- ☒ Construction Management

#### SUMMARY

Raymond has 23+ years (all with **Civiltec**) of experience in the production of construction plans and design for development services, water resource engineering, drainage engineering, surveying, and mapping, construction management, wastewater engineering and transportation engineering. Raymond began his career with Civiltec as a red line draftsman and quickly moved into designing projects alongside of Civiltec's engineering staff using Civil 3D software to produce a wide variety of construction plans. Over the years, Raymond has also acted as one of Civiltec's Construction Administrators and Observers for a wide range of projects, including drainage improvements, pipeline projects, roadway projects and various types of site development projects.

#### PROJECT EXPERIENCE

##### **Old Home Manor Integrated Water Master Plan and Capital Improvement Program, Town of Chino Valley**

Designer. Prepared an integrated water resources, water, wastewater and reclaimed water master plan and capital improvement plan for the Town of Chino Valley Old Home Manor property developing resource information on the water usage and stability of the current resources to develop recommendations for the best five-year capital improvement plan for resources/infrastructure needs.

##### **Pipeline Fire Mitigation, Coconino County Flood Control District**

Designer. Civiltec has a long-standing relationship with providing Coconino County with engineering excellence and positive project outcomes with over \$30 million of improvements in Coconino County over the last 6 years. The specifics are the focus on Monsoon and Fire Flood Mitigation Services.

##### **Road 2 North Water and Sewer Extension Study, Town of Chino Valley**

Designer. The project consists of a review of the existing water and sewer infrastructure, estimating demands for the Road 2 North potential water and sewer service area, and modeling the existing water and sewer systems for sizing of potential line extensions.

##### **System Improvement, Chino Valley Irrigation District**

Designer. This project included construction plans of approximately 8,100 linear feet of 30-inch diameter water transmission main line from two Prescott wells to an existing storage facility. This project also included the construction plans of approximately 6,000 linear feet of 6-inch diameter distribution mains throughout the irrigation district including multiple pressure reducing stations. Also, coordinated the utility research for this project which involved extensive topographic mapping.





## **RAYMOND J. BUETTNER, III**

### **SENIOR DESIGNER / CONSTRUCTION MANAGER**

---

#### **Chino Valley Irrigation District Water System Improvement Project, Prescott**

Lead Designer/Construction Observer. This project involved the extension of approximately 1200 linear feet of 8" water main for a newly formed Water District. Completed all as-built information for the approvals to operate the new facilities. This project was financed by the Water Infrastructure Finance Authority of Arizona and was featured as the Best Technical Assistance Project for the year 2002.

#### **Granville Transmission Main Improvements, Town of Prescott Valley**

Designer. This project included approximately 2400 linear feet of 16-inch water main and 3200 linear feet of 18-inch water main for transmission and distribution for the Prescott Valley water system. Also, served part time for construction observation, prepared all necessary as-built information, coordinated with testing companies for all testing data, and made submittals to all necessary governmental agencies for construction approvals.

#### **Highway 89 Sewer Relocation, Town of Prescott Valley**

Lead Designer. This project involved the relocation of approximately 2000 linear feet of 8-inch sewer main. This included extensive coordination with the Arizona Department of Transportation for the widening of Highway 89 and for all permitting for the approvals to construct.

#### **Holiday Hills Area Master Drainage Study, Prescott**

Designer. This project included the production of construction plans for street realignment, paving and storm drain plans, including the details for all the drainage structures and other improvements.

#### **Schultz Area Flood Mitigation and Emergency Watershed Protection, Coconino County**

Construction Observer. Provided a wide array of services for several flood mitigation projects associated with the Shultz Fire. Provided civil design and surveying, project management, construction administration, construction staking, and construction observation services for multiple flood corridors including the Wupatki Corridor, Brandis Corridor, Campbell Corridor, North Paintbrush Corridor, and South Paintbrush Corridor. Schultz project goals are to provide immediate and long-term flood protection and watershed restoration benefits to offset the continued impacts and threats by flooding, erosion, and debris damage because of the Schultz fire. The project included an integrated watershed approach that ties watershed recovery efforts of forest to flow conveyance and flood protection measures in the neighborhood. The project will reduce sediment loads originating in United States Forest Service lands and will safely convey flood waters through developed public and private lands.

#### **Lazy Loop Drainage Improvements, Chino Meadows Unit V, Town of Chino Valley**

Designer/Construction Observer. This Community Development Block Grant funded project included design of a staged inlet structure (specifically designed to resist debris clogging) and storm drain system. Value engineering allowed the unexpected construction of a 12 foot by 9-foot concrete box culvert under Center Street within project budget.

#### **North Paintbrush Drainage Improvements, Coconino County**

Designer. Preparation of construction plans for 2,500 linear feet of 60" storm drain, a 2.4-acre sediment basin, 950 linear feet of turf reinforcement mat lined channel, and 900 linear feet of gabion channel with a concrete bottom. Processed all survey information, prepared improvement plans, and assisted with the design of the conveyance system. Performed much of the field inspections once the project went to construction.



**Dylan J. Easthouse, RG**  
Senior Project Hydrogeologist

**Education:** B.A., 1998 Geology, Whitman College, Walla Walla, Washington

**Registration:** Geologist – Arizona (46233)

**Years in Profession:** 21                      **Years with Firm:** 21

**Experience:** Mr. Easthouse is a Registered Geologist with professional experience performing hydrogeologic investigations throughout Arizona. He has conducted numerous hydrogeologic and site characterization studies required to satisfy Arizona Department of Environmental Quality (ADEQ) requirements for Aquifer Protection Permits (APPs), and the Arizona Department of Water Resources (ADWR) Assured and Adequate Water Supply program. He has conducted project oversight in many aspects of water well work including the design, permitting, installation, development, and testing of new production wells and monitoring wells. In this capacity he has participated in many different methods of well drilling including direct air and mud rotary, flooded reverse circulation, auger drilling, dual-tube percussion hammer driven casing, sonic drilling, stratex, and air-rotary casing advance. Mr. Easthouse is experienced in aquifer testing, slug testing, soil logging, geophysical logging, video logging, water quality sampling, and data analysis.

Mr. Easthouse has also participated in several groundwater recharge projects. He has designed and implemented site characterization studies which include infiltration testing using a single-ring infiltrometer, borehole drilling, and percolation testing. The data from these tests were used to assess the viability of large-scale recharge projects such as those found adjacent to wastewater treatment plants.

**Representative Projects:                      Wells – Production, Exploration, ASR, and Monitoring Wells**

- Recharge Well No. 1, Town of Prescott Valley, Yavapai County, AZ
- City of Prescott Airport Well No. 5, Yavapai County, AZ
- Siting, permitting, design, installation, and testing of three new production wells for the Town of Prescott Valley New Water Production Wells Project (CIP #W442), Prescott Valley, AZ
- Aquifer Storage and Recovery (ASR) Well No. 2, SaddleBrooke, AZ
- Development and aquifer testing of many 100 to 1,000 gpm water production wells in Yavapai County, AZ
- Design, permitting and reporting of exploration monitor wells for the Big Chino Sub-basin Groundwater Monitoring Plan, Yavapai County, AZ
- Big Chino Water Ranch exploration and monitoring wells, Yavapai County, AZ
- Design, drilling and testing of numerous exploration and production wells in Williamson Valley, AZ
- Design, installation, and development of exploration wells near Cottonwood, AZ
- Well design, drilling, and testing, Antelope Canyon Tours, Page, AZ
- Design, installation and testing of several 1,000 to 2,000 gpm water supply wells in Maricopa County, AZ
- Wells investigation and rehabilitation, Chemehuevi Indian Tribe, Havasu Lake, CA

**Water Supply Studies / Hydrogeologic Investigations**

- Hydrogeologic Study in support of an Underground Storage Facility (USF), Prescott Valley, AZ
- Hydrogeology Study in support of the Aquifer Protection Permit (APP) and USF permits, Prescott Airport Water Reclamation Facility, Yavapai County, AZ
- Demonstration of the Physical Availability of Groundwater, City of Prescott, AZ
- Demonstration of the Physical Availability of Groundwater, Perkinsville 44, Chino Valley, AZ
- Demonstration of the Physical Availability of Groundwater, Century Ranch, Chino Valley, AZ
- Demonstration of the Physical Availability of Groundwater, Jasper Masterplan, Prescott Valley, AZ
- Hydrologic Investigation and well installation, Mesquite Hills, Cottonwood, AZ
- Hydrogeologic Investigation, Skyline Estates, Cottonwood, AZ
- Hydrogeologic Investigation, Hidden Valley Ranch, Mayer, AZ
- Hydrologic Investigation, The Pines, Vernon, AZ
- Well Siting Study, Liberty Utilities Company, Cordes Lakes, AZ
- Well Siting Investigation, Colorado River Indian Tribes, Parker, AZ
- Well Siting Investigation, Cocopah Indian Tribe, Somerton, AZ

### ***Regulatory Permitting and Compliance***

- Aquifer Protection Permit (APP), Rancho del los Caballeros Ranch & Golf Club, Maricopa County, AZ
- APP Significant Amendment, Town of Florence Water Reclamation Facility (WRF), Pinal County, AZ
- APP Minor Amendment, Frito-Lay Casa Grande Facility, Casa Grande, AZ
- APP Minor Amendment, Strawberry Hollow Wastewater Improvement District, Gila County, AZ
- APP Minor Amendment, Winslow Wastewater Treatment Facility, Navajo County, AZ
- Hydrogeologic study and monitor well, Tribute WRF, Sierra Vista, Cochise County, AZ
- Storm Water Pollution and Prevention Plan (SWPPP)
- Notices of Intent to Drill, Deepen, Replace or Modify a Well (NOI)
- Applications for Assured and Adequate Water Supply (AAWS)
- Applications for Certificates of Assured Water Supply (CAWS)
- Application for Designations of Assured Water Supply (DAWS)

### ***Aquifer Recharge***

- Pilot Scale Mountain Valley Park Underground Storage Facility (USF), Yavapai County, AZ
- Santa Rosa Wash Managed Recharge Project USF, Pinal County, AZ
- Preliminary Site Characterization Study and ASR Well No. 2, SaddleBrooke USF, Pima County, AZ
- Preliminary Site Characterization Study, Florence WRF USF, Pinal County, AZ
- Preliminary Site Characterization Study, Superstition Mountains Community Facilities District No. 1 USF
- Preliminary Site Characterization Study, Tartesso West USF, Maricopa County, AZ
- Preliminary Site Characterization Study, Trillium USF, Maricopa County, AZ
- Preliminary Site Characterization Study, Surprise Planning Area No. 2 USF, Surprise, AZ
- Preliminary Site Characterization Study, Merrill Ranch USF, Pinal County, AZ
- Preliminary Site Characterization Study, Balterra USF, Tonopah, AZ
- Preliminary Site Characterization Study, LPSCO USF, Litchfield Park, AZ
- Preliminary Site Characterization Study, Tribute WRF, Sierra Vista, AZ

### ***Contaminant Investigations***

- Investigation of varied arsenic concentrations, Longshot Well, Prescott Valley, AZ
- Depth specific sampling of PFAS, Well No. 3, Prescott, AZ
- Collection of soil and water samples, Stone Container EPA Superfund site, Prescott, Arizona
- Exploratory drilling, tank excavation, and sampling at several fuel release sites, Prescott, Arizona

### **Professional Affiliations/Certifications:**

- ◆ OSHA 40-Hour HAZWOPER certified
- ◆ OSHA 8-Hour HAZWOPER refresher
- ◆ Arizona Hydrological Society
- ◆ American Institute of Professional Geologists

**Stephen D. Noel, RG**

Principal Hydrogeologist

**Education:** M.S., 1978 Geology, Purdue University, West Lafayette, Indiana  
B.A., 1975 Environmental Studies and History, Franklin & Marshall College  
Lancaster, PA

**Registration:** Geologist – AZ (17065), California (4146)

**Years in Profession:** 45                      **Years with Firm:** 30

**Experience:** Mr. Noel is a Registered Geologist and Principal Hydrogeologist for Matrix. He recently completed serving eight years as *Geologist* on the AZ State Board of Technical Registration. Mr. Noel has extensive experience evaluating the quantity and quality of groundwater resources and managing well installation projects. Mr. Noel has performed many hydrogeologic investigations throughout AZ and the southwest involving: permitting (Aquifer Protection Permits (APP), Underground Storage Facility (USF) projects, Physical Availability Demonstrations (PAD), and Analyses, Designations, and Certificates of Assured Water Supply (AAWS, DAWS, and CAWS); site-specific geologic interpretation; exploratory, monitor, and production well design and installation management; aquifer testing and analysis; design of water quality monitoring programs; recharge and recovery projects, and water rights evaluations.

Mr. Noel is well versed in the 1980 AZ Groundwater Code, USF permitting requirements, and technical and administrative requirements of the AZ Department of Environmental Quality (ADEQ) APP program. He has represented clients before the AZ Department of Water Resources (ADWR), ADEQ, and the U.S. EPA.

**Representative Projects:     *Regulatory Permitting and Compliance***

- Hydrogeologic study in support of APP, Balterra WWTP, Maricopa County, AZ
- Hydrologic support for numerous APPs including point of compliance wells and ambient monitoring (Tartesso Water Reclamation Facility (WRF), Trillium WRF, Merrill Ranch, Centex Palo Verde WRF, Santa Rosa WRF, Robson Ranch Quail Creek Recharge Facility, Woodruff Utility Company)
- Response to Notice of Violation, APP No. P-101689, City of Eloy WWTP, Pinal County, AZ
- APP No. 105685 Response, Merrill Ranch Water Reclamation Facility, Town of Florence, AZ
- APP No. 100370 Response, Town of Florence Wastewater Reclamation Facility, Pinal County, AZ
- APP & USF Modification, Picacho Sewer Co. and Pima Utilities (Sun Lakes and Robson Ranch/EJR Ranch)
- Hydrogeologic study in support of Amended APP, Winslow WWTP, Navajo County, AZ
- Hydrogeologic study supporting APP/monitor well installation, Tribute WRF, Sierra Vista, AZ
- Hydrologic report for Underground Storage Facility (USF), Water Storage (WS) and Recovery Well (RW) permits for Arrowhead Ranch Recharge Facility, Glendale, AZ

***Wells – Production, Exploration, ASR, and Monitoring Wells***

- Production well installation, City of Globe Well #5, Gila County, AZ
- ASR Production Well Installation, City of Phoenix Wells No. 304, 305, 306, and 309
- Production well installation, AZ State Prison Complex Lewis Well #6, Maricopa County, AZ
- Production well modification, Buckeye Airport Well #2, Maricopa County, AZ
- Two production wells for Tartesso Master Planned Community, City of Buckeye, AZ
- Five production wells for Sundance Master Planned Community, Buckeye, AZ
- Production well installation (2 wells), Buckeye Parkway Center, Buckeye, AZ
- Drilling/testing of existing well and test borehole, Rainbow Valley Master Planned Community, Goodyear, AZ
- Drilling and testing of EPCOR Water Company Well #1.3B, Sun City West, AZ
- Well spacing/replacement, City of El Mirage Brisas Well, Maricopa County, AZ

- West Surprise (SPA3) Hydrogeologic and Well Siting Investigation, Surprise, AZ
- One production well and one exploratory borehole at Sun Haven, SPA4, City of Surprise, AZ
- Production well installation, City of Tempe Well #16, Maricopa County, AZ
- Well rehabilitation investigation of three City of Phoenix wells, Maricopa County, AZ
- Production well installation, Town of Queen Creek Sossaman Well, Maricopa County, AZ
- Well installation, Chandler Heights Citrus Irrigation District Well #3 & Well #7, Maricopa County, AZ
- Well evaluation, Town of Florence Well 3B Improvements, Pinal County, AZ
- Well siting study, City of Eloy, Pinal County, AZ
- Four high capacity production wells, Saddlebrooke development, Pinal County, AZ
- Production well installation, Quail Creek Well #12, Pima County, AZ
- Production well installation, Tucson Water Well #F-009A, Pima County, AZ
- Well evaluation, 89 & Vine – City of Cottonwood Well #55-201184, Yavapai County, AZ
- Identify poor quality aquifer zones and evaluate the pumping impacts of a public water supply well on the Verde River, Verde Valley Ranch, Clarkdale, Yavapai County, AZ
- Well siting investigation, Mesa del Caballo development, Town of Payson, Coconino County, AZ
- 23 exploratory/water supply wells, Chaparral Pines Master Planned Community, Payson, AZ
- Production well installation, Quail Creek Well #12, Pima County, AZ
- Production well installation, Tucson Water Well #F-009A, Pima County, AZ
- Well siting study, Sierra Vista City, Cochise County, AZ

#### ***Water Supply Studies / Hydrogeologic Investigations***

- West Salt River Basin Study and Groundwater Model Development (USBR/WESTCAPS), Maricopa County, AZ
- Groundwater Modeling, Harquahala Project, La Paz and Maricopa counties, AZ
- AAWS applications - Arroyo Seco & Arroyo Verde, AZ Water Company's White Tank System
- Water resource permitting and well siting analysis, Marbella Ranch, Maricopa County, AZ
- AAWS applications – Douglas Ranch, Trillium, and Tartesso Master Planned Communities, City of Buckeye, AZ
- Groundwater modeling, DAWS application, and PAD for the City of Buckeye, Maricopa County, AZ
- Regional Water Master Plan, Vol. II-Hydrogeologic Investigation, West Buckeye Landowners Group
- Water resources / well siting investigation, Lake Pleasant Heights / Saddleback Heights, Peoria, AZ
- AAWS application – Litchfield Park Service Company, Maricopa County, AZ
- CAWS application – El Dorado Ranch Master Plan Community, Maricopa County, AZ
- Evaluation of regional groundwater resources, Queen Creek, Maricopa County, AZ
- Hydrologic Study and Modification of PAD – AZ Water Company's Superstition & Pinal Valley Water Systems
- DAWS application – Santa Cruz Water Company, Maricopa and Pinal counties, AZ
- DAWS modification – Town of Florence, Pinal County, AZ
- PAD - Sun Lakes at Casa Grande development, Pinal County, AZ
- Water Master Plan for the City of Globe, AZ
- Groundwater supply for the Chaparral Pines development, Payson, AZ
- Long-term Water Management Plan for the Town of Payson, AZ

#### **Professional Affiliations/Certifications:**

- ◆ American Institute of Professional Geologists (CPG-6883)
- ◆ Geologist, AZ State Board of Technical Registration
- ◆ National Groundwater Association
- ◆ AZ Water Association



# JAMES H. HOLT

14722 Bird Song Way  
Box 50233  
Parks AZ 86018  
928-710-6636 (C)  
jameshholtllc@gmail.com

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## CAREER OVERVIEW

JAMES H HOLT, LLC Parks, Arizona

January 2020 to Present

### **Principal**

Provide, coordinate, and execute specialized water resource consultation services to a select number of unique clients seeking assistance with regulatory compliance, hydrological services, permitting and reporting with emphasis on groundwater use both within and outside Arizona's Active Management Areas.

MATRIX NEW WORLD ENGINEERING Prescott, Arizona

January 2016 to January 2020

### **Northern Arizona Market Coordinator**

Plan, prioritize, and direct efforts to enhance and expand client services, with particular emphasis on new and existing clients in the Prescott, Verde Valley and northern Arizona areas requiring water resource consultation assistance. Support clients by providing expertise in water resource planning, water resource management, public relations, and marketing through focused, regional water resource advisory assistance.

HASSAYAMPA CANINE RESORT & SPA Prescott, Arizona

May 2007 to May 2016

### **Chief Executive Officer/Owner**

Plan, prioritize, direct, supervise and assess all activities associated with the growth of successful small business. As founder and on-site manager of high-end canine boarding facility responsible for meeting the unique needs of discriminating canine owners by providing superior care and personalized attention. Develop and evaluate business goals; accomplish advertising, accounting, customer relations, personnel, and payroll functions.

CITY OF PRESCOTT Prescott, Arizona

April 2005 to December 2009

Office of the City Manager

### **Water Resource Manager and Senior Project Manager, Big Chino Water Ranch Project**

Plan, prioritize and direct activities related to City of Prescott water utility infrastructure, assured water supply, water conservation and long term water supply planning. Develop, execute, and supervise long range water development strategy for the City of Prescott that included the conceptualization, design, construction and operation of the \$170,000,000 Big Chino Water Ranch regional groundwater transportation and importation project.

STATE OF ARIZONA Prescott, Arizona

November 2000 to April 2005

Arizona Department of Water Resources, Prescott Active Management Area

# JAMES H. HOLT

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## LEADERSHIP AND MANAGEMENT PORTFOLIO

88<sup>th</sup> Arizona Town Hall Participant “Arizona’s Rapid Growth & Development” 2006  
 85<sup>th</sup> Arizona Town Hall Participant “Arizona’s Water Future: Challenges & Opportunities” 2004  
 69<sup>th</sup> Arizona Town Hall Participant “Building a Community of Citizens for Arizona” 1996  
 Project CENTRL University of Arizona Center for Rural Leadership Class XIII, 1995-1997  
 Executive Development Program, Arizona Department of Water Resources, 1997  
 Prescott Area Leadership Group and Board Facilitation Training 1997  
 Presentation and Advanced Presentation Skills, Government Training Service, 1999-2000  
 Prescott Area Leadership Class V, 1994-1995

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## COMMUNITY INVOLVEMENT

City of Prescott Commission on Ecological, Cultural, Historic/Heritage and Outdoors 2018-Present  
 Central Arizona Partnership, President, Board of Directors 2017-Present  
 Prescott Camera Club, Board of Directors 2015-Present  
 Arizona Department of Water Resources - Prescott Active Management Area, Chairman, Groundwater Users' Advisory Council 2014-Present  
 Center for Spiritual Living, Vice President, Board of Trustees, 2007-2011  
 Yavapai County Education Foundation, 2002-2008  
 Yavapai County Community Foundation, 2002-2008  
 Sun-Up Rotary Club of Prescott, 2001-2007  
 Yavapai County Educational Endowment Foundation, 2004-2006  
 Yavapai College, District 1 Governing Board Member, 2002-2004  
 Chino Valley Unified School District #51, Board of Governors, 1999-2002  
 Prescott Area Leadership, Inc., President, Board of Directors 1995-1997; 2019-2021

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## EDUCATION

|                                                   |             |
|---------------------------------------------------|-------------|
| ARIZONA STATE UNIVERSITY Tempe, Arizona           |             |
| School of Public Affairs                          |             |
| <b>Certified Public Manager Designation</b>       | <b>1993</b> |
|                                                   |             |
| UNIVERSITY OF ARIZONA Tucson, Arizona             |             |
| College of Agriculture                            |             |
| <b>Bachelor of Science Agricultural Economics</b> | <b>1978</b> |

**Celia A. van der Molen, Registered Professional Landscape Architect**

PO Box 240 | Chino Valley, Arizona 86323 | Phone: (928) 277-7336 | Email: [celia@sketch-la.com](mailto:celia@sketch-la.com)

**SUMMARY**

- Over 20 years of experience in landscape architectural services including: consultation, design, construction administrations and project management
- Licensed to practice Landscape Architecture in Arizona and Utah (inactive)
- Extensive experience as a Senior Project Manager in a large, fast-paced design firm
- Managed complex projects ranging from \$100,000 to \$1,500,000+
- Proficient in the latest AutoCAD, Photoshop, and Microsoft technologies
- Skilled in visual and written presentation techniques

**PROFESSIONAL EXPERIENCE**

**Private Practice: Sketch Landscape Architecture Studio, LLC**

3125 W Stewarts Slip | Chino Valley, Arizona 86303

**Date:** 2011 to Current

**Duties and Accomplishments:**

- In charge of daily office operations including business development and marketing; proposal and contract submittals; project organization and execution
- Directly involved in every project from design development through construction completion
- Ability to effectively oversee and organize multiple consultants
- Expansive experience with a large variety of projects including municipal, tribal, commercial, multi-family residential, student housing, hospitals, and single family residential.

**Notable Projects:**

- Integrated Water Master Plan and Capital Improvement Plan for Old Home Manor  
Client: Civiltec Engineering, Inc. | Location: Chino Valley, Arizona
- Water Production and Intermediate Pump Station Project  
Client: Water Works Engineering, LLC | Location: Chino Valley, Arizona and Prescott, Arizona
- Deep Well Ranch, Westwood  
Client: Ash-Dorn | Location: Prescott, Arizona

**Employer:** HPLA/Studio Sprawl Landscape Architecture

7633 E Acoma Drive #209 | Scottsdale, Arizona 85260

**Title:** Principal | Studio Director

**Date:** 2007 to 2011

**Duties and Accomplishments:**

- Key participant in gaining a partnership with a prevalent multifamily architecture firm
- Prepared and coordinated construction documents for over 100 multifamily, mixed-use, senior living and affordable student housing projects throughout the United States
- Detailed cutting-edge outdoor amenity spaces, pools, plazas, and roof decks
- Team manager responsible for reaching important deadlines and delegating project duties to staff

**Notable Projects:**

- The District on Apache, Student Housing | Tempe, Arizona
- The District of 5<sup>th</sup>, Student Housing | Tucson, Arizona
- The District at ODU, Student Housing | Norfolk, Virginia
- University of Oregon, Student Housing | Eugene Oregon
- Studio Green, Student Housing | Tallahassee, Florida

**Employer:** Urban Graphite Landscape Architecture  
Scottsdale, Arizona  
**Title:** Senior Project Manager  
**Date:** 2005-2007

**Duties and Accomplishments:**

- Project manager for an extensive hospital renovation including healing gardens, statue and art coordination and placement, water feature and monument signage design
- Developed marketing and branding material for a large apartment home community
- Effectively coordinated with general contractors during landscape construction operations

**PROFESSIONAL LICENSURE & MEMBERSHIPS**

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- State of Arizona, Registered Professional Landscape Architect, 52787
- State of Utah, Registered Professional Landscape Architect (Inactive)
- American Society of Landscape Architects, ASLA
- Council of Landscape Architecture and Regional Board, CLARB

**COMMUNITY INVOLVEMENT**

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**Member:**Parks and Recreation Advisory Board  
Chino Valley, Arizona | 2014-2017, 2018-2022

**Member:**Chino Valley General Plan Committee  
Chino Valley, Arizona | 2012-2014

**Head Coach:** Yavapai Junior Volleyball Club  
Prescott, Arizona | 2012-2014

**Head Coach:** Chino Valley High School Volleyball Team  
Chino Valley, Arizona | 2012-2013, 2019-2021

**Head Coach:** Chino Valley Crush Volleyball Team  
Chino Valley, Arizona | 2018-present

**EDUCATION**

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**University:** University of Massachusetts, Amherst  
Amherst, Massachusetts  
**Degree:** Bachelor of Science, Landscape Architecture and Regional Planning  
**Date:** 1998-2002



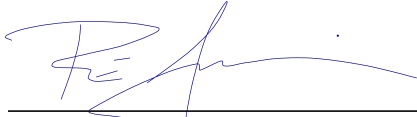


## **APPENDIX B VENDOR INFORMATION FORM**



**SECTION A****TOWN OF CHINO VALLEY  
PUBLIC WORKS DEPARTMENT****PART IV. VENDOR INFORMATION FORM**

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

|                                                          |                                                                                    |            |
|----------------------------------------------------------|------------------------------------------------------------------------------------|------------|
| <u>Civiltec Engineering, Inc.</u>                        | <u>95-4043476</u>                                                                  |            |
| VENDOR SUBMITTING SOQ                                    | FEDERAL TAX ID NUMBER                                                              |            |
| <u>Richard Aldridge, PE   Branch Manager</u>             |  |            |
| PRINTED NAME AND TITLE                                   | AUTHORIZED SIGNATURE                                                               |            |
| <u>2054 Willow Creek Road</u>                            | <u>928-771-2376</u>                                                                | <u>N/A</u> |
| ADDRESS                                                  | TELEPHONE                                                                          | FAX #      |
| <u>Prescott</u> <u>Arizona</u> <u>86301</u>              | <u>April 5, 2023</u>                                                               |            |
| CITY              STATE              ZIP                 | DATE                                                                               |            |
| WEB SITE: <u>www.civiltec.com</u>                        | E-MAIL ADDRESS: <u>raldridge@civiltec.com</u>                                      |            |
| ARIZONA CORPORATION COMMISSION FILE NO. <u>F01008722</u> |                                                                                    |            |

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- ☐ Small Business Enterprise (SBE)  
☐ Minority Business Enterprise (MBE)  
☐ Disadvantaged Business Enterprise (DBE)  
☐ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



## **APPENDIX C ACKNOWLEDGEMENT PAGE**





## TOWN OF CHINO VALLEY

### ADDENDUM NO. 1

#### RFQ for INTEGRATED WATER MASTER PLAN AND CAPITAL IMPROVEMENT PLAN

SOQ Due Date: April 5, 2023  
 Time: 3:00 P.M., local-time  
 Place: Town of Chino Valley  
 Public Works Department  
 1982 Voss Drive #201,  
 Chino Valley, AZ 86323

Make all revisions to the Request for Statements of Qualifications stated herein. Insofar as the Request for Statements of Qualifications are at variance with this Addendum, the Addendum shall govern. This Addendum consists of 1 page.

#### RFI Responses:

1. *Are you able to share the estimated budget for this project? The reason for the question is that it will help us better estimate the level of intended detail, and consequently our proposed project team and approach.*

This Statement of Qualifications is an approach to evaluate and determine the most qualified vendor and team of which half of the score is centered upon. The other component is to review your team's approach, effectiveness, and innovation in completing an IWMP for the Town which is also an approach to evaluate and determine the qualifications of each submission and is a large component of the scoring. Once the most qualified vendor is selected, a review of the budget and scope would be discussed and upon agreement of a final scope and fee an agreement would be solidified and recommended to the Town Council. Because integrated water master plans and capital improvement plans have a basic framework that should provide a basic guide for your responses. Also, you may want to review the Town's Integrated Water Master Plan and Capital Improvement Plan that was completed for Old Home Manor as a starting place.

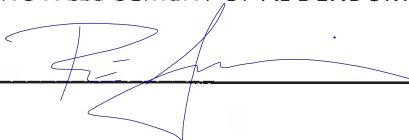
2. *I am curious on the status of the pre-submittal conference mentioned on Page 8/44 of the RFQ. Is the conference scheduled or has already taken place?*

There is no pre-submittal conference.

BY   
 Steven Sullivan, PE  
 Assistant Town Engineer

Date 3/27/23

#### ACKNOWLEDGEMENT OF ADDENDUM NO. 1

BY 

Date 4/5/2023



# CIVILTEC *engineering inc.*

Serving California and Arizona Since 1986  
[www.civiltec.com](http://www.civiltec.com)







June 12, 2023

Town of Chino Valley  
Public Works Department  
1982 Voss Drive  
Chino Valley, AZ 86323

Sent Via Email: [fmarbury@chinoaz.net](mailto:fmarbury@chinoaz.net)

**Attention: Frank Marbury, PE | Public Works Director/Town Engineer**

**Subject: Proposal for the Integrated Water Master Plan and Capital Improvement Plan  
Town of Chino Valley  
Civiltec Proposal No. PP23025.00**

Dear Mr. Marbury:

**Civiltec engineering, inc.** (Civiltec) appreciates the opportunity to provide professional surveying and engineering services to the Town of Chino Valley (Client) for the above referenced project. We understand this project is for the development of a Town-wide Integrated Water Master Plan and Capital Improvement Plan for the Town of Chino Valley, Arizona. The project will consist of creating an integrated water resources, water, wastewater and reclaimed water master plan (IWMP) and capital improvement plan (CIP) for the Town of Chino Valley. The goal of this plan is to identify the best way to develop property, determine resources/infrastructure needs, and create a 5-year CIP implementation strategy and a longer 10-year outlook. This IWMP will ensure the Town's existing infrastructure is integrated seamlessly into a Chino Valley-wide, planned utility system expansion.

## GENERAL GUIDELINES FOR THE IWMP

The Town as adopted a "One Water" philosophy, and this should be noted and be incorporated within the water resources master plan. Identify what this is and how does this philosophy work and how this will shape the most effective, efficient, and sustainable use of water within the Town.

The Town has recently completed a physical availability determination for its entire water service area and will make this information available to Civiltec. Protecting this water is also important as part of a water resources strategy by partnering with landowners and encouraging them to identify this water in an analysis of assured water supply.

The Town also obtained an analysis of assured water supply certificate for Old Home Manor for 1,700 AF/Year for 100-years for build out. While it does not have the paper water for this build out a major hurdle for future landowners has been accomplished.

The Town has also received recovery well permits for its current three water production wells and three wells of large legal withdrawal authorities at Old Home Manor and can now recover its reclaimed water resources for use for Council approved projects that are utilizing these water resources.



There is a new General Plan that will be made available to Civiltec even in draft form for assisting in analyses.

There is also a new 5th Management Plan for the Prescott AMA. While this is a basis for water conservation and requirements, it should be noted that the Town will need to exceed these items as water is so scarce and water efficiency will need to be at much higher levels for sustainable management.

The Town will not be pursuing reclaimed water deliveries via purple pipe and will maximize its treatment, recharge, banking, and reuse via recovery of reclaimed water as potable supplies via Indirect Potable Reuse (IPR). There may be some exceptions with Council approved projects that the recreational, environmental, or economic gains for this out way the IPR and will be accomplished on a case-by-case basis.

While State laws provide for graywater systems, this is considered an abused water use as water is primarily used for outdoor landscape watering whether landscapes need it or not. This plan should not promote graywater systems unless they provide a second reuse of this water before discharged into a sewer collection system. For example, a sink to toilet graywater reuse would be acceptable, but the plumbing codes need to be very stringent to ensure there are no cross-connections.

Ideally the Town desires to be the sole water provider and control the highest sustainable use of water throughout its water service area. Also centralized wastewater treatment, recharge, and reuse is what the Town desires to manage and limit septic systems from their propagation.

## SCOPE OF SERVICES

Chino Valley's scope of services for each task is quite detailed. The following general tasks are itemized, with each task referencing the Town's original RFQ section numbers. Our work will include the work noted in the RFQ and is generally summarized for each of the identified tasks as follows:

### PHASE 1 – PREPARE THE WATER RESOURCES MASTER PLAN

**Task 1 – Develop Growth Projections** (1.0) – meet with Town Staff and develop growth projections for water resources available to the Town through various water, wastewater and reclaimed systems. The planning horizons will include projections for the immediate 5-year buildout, a 10-year buildout and the ultimate Town-wide full build out projections. We will coordinate with the Economic Development Director and the Town Planner for establishment of the projections, current land uses and recent development opportunities within the Town.

**Task 2 - Water Resources Master Plan** (1.1) – prepare a list of current and potential water resources available to the Town through various water rights. Evaluate each source separately for physical and legal availability and reliability for the planning horizon. The Town will provide their current spreadsheet of available water resources to Civiltec. The Town has a very limited water resources portfolio and will need to be assessed as to when it will need to import water. It will need to import water in the following priority scheme:

- a. Import from its current Wine Glass Ranch
- b. Pursue the CV/CF Ranch and its water supplies.
- c. Partner with Prescott and others with the Big Chino Water Ranch.



Identify and discuss the Town's strengths, weaknesses, opportunities, and threats regarding water resources.

Geographic Information Systems (GIS) are a versatile and robust analysis tool for displaying data geospatially and providing information for GIS analysts to perform endless analysis. Water Resources demands calculations, water and sewer systems and reclaimed systems should be developed for potential GIS integrations and use.

**Task 3 - Water Demand Projections (1.2)** - develop demand projections for the 5-year CIP horizon utilizing billing records and annual average water unit demands for developing various land use categories to be used for estimating future demands. The Town will provide their billing records for use in establishing the approximate water demands. Irrigation demands will be based on the prior work on the Old Home Manor IWMP with an allowance for each zoning element to be included in the daily demands for modeling purposes.

The Town will need to understand when its water will be consumed from its current water portfolio and thus plan for water importation. It will be essential to understand the build out water demands and the amount of water the Town will need and determine if this water volume even exists and if not, the Town will need recommendations as to how to maximize sustainable water use, water efficiencies, and potentially how to get some water back if needed through recommended water incentive programs.

The Town has worked with certain developers that achieved 7.5 to 8 homes per AF water budgets within certificate of assured water supplies issued from the ADWR. Identify how this can potentially be improved and if so, how this would be achieved. Discuss if the Town needs to adopt new plumbing codes, home building techniques, and landscape techniques and provide recommendations as appropriate.

**Task 4 - Wastewater Load Projections (1.3)** - similar to Task 3 above, we will prepare wastewater flow projections based on lift station data, WRF flow records and SCADA data for estimating future flow projections and wastewater model calibration.

**Task 5 - Reclaimed Water Flow Projections (1.4)** - estimate the quantity and timing of reclaimed water supply available to the area and prepare seasonal, monthly and diurnal supply curves.

**Task 6 - Prepare Water Integrated Resource Plan (1.5)** - prepare a summary of the Town's existing water demands and provide a comparison against the available supplies. A planning strategy will be identified to update the Town's water portfolio for future supplies.

**Task 7 - Water Resources Workshop (1.6)** - present the results of the prior tasks in a workshop with Town Staff.

**Task 8 - Water Resources Technical Memorandum (1.7)** - prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report. The Town utilizes well head disinfection for water treatment and does not have a water treatment facility.

**Task 9 - Water Infrastructure Master Plan (2.0)** - create a current comprehensive water system master plan that allows the Town to manage its water production, treatment, and distribution systems in an effective and efficient manner. The plan shall identify strategies to meet the increasing



demands for water supplies and distribution for each planning horizon. Also, ensure the water system can meet critical peak water demands, fire flows, and potential demands.

**Task 10 - Water System Data Collection (2.1)** – coordinate with Town Staff to collect necessary information and data relating to the water system. The collected data will serve as the basis for performance evaluation and infrastructure planning.

**Task 11 – Review/Update Water System Performance Criteria (2.2)** – obtain and review existing water system performance, quality, operational criteria, water storage requirements, system outage, redundancy and peaking factors. Develop consensus with Town Staff on the final criteria to be used for the infrastructure planning.

**Task 12 - Existing Water System Evaluation and Modeling (2.3)** – review pressure zone information and boundaries from the system and review the results with Staff for recommendations on preferred boundary modifications if required. This task includes the creation of a water model for use with the development of the master plan, provision of an overview of the federal and state regulations and guidelines as they affect the Town’s drinking water system and operation, an evaluation of the existing Town water system, and a performance assessment under maximum day and peak hour demand conditions. System performance will also be assessed under fire flow and emergency conditions. Civiltec will document the performance of the existing booster pump station(s) based on the results of the modeling scenarios and recommend required upgrades or modifications.

**Task 13 – Water System - Future System Needs (2.4)** – evaluate the Town’s existing water system using various water modeling demand scenarios, identify deficiencies and make recommendations for improvements and booster station pumping upgrades. Evaluations will include infrastructure improvements for supply to pending developments, pipe sizing, new wells, storage facilities and pump stations. Capacity needs will be developed for the water system using the water model for infrastructure sizing. A reliability assessment will be prepared for long-term water development strategies.

**Task 14 - Water System Workshop (2.5)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 15 – Water System Technical Memorandum (2.6)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 16 – Wastewater System Master Plan Update (3.0)** – create a current comprehensive wastewater system master plan that allows the Town to manage the wastewater generated within the Town in a safe and efficient manner. The plan shall identify strategies to meet the increasing wastewater flows generated for the planning horizons.

**Task 17 - Wastewater System Data Collection (3.1)** – coordinate with Town Staff to collect necessary information and data relating to the wastewater system including the current WWTP expansion project. The collected data will serve as the basis for performance evaluation and infrastructure planning.

**Task 18 – Develop Wastewater System Performance Criteria (3.2)** – obtain and review existing wastewater system performance, quality, operational criteria, storage requirements,



discharge facilities and peaking factors. Develop consensus with Town Staff on the final criteria to be used for the infrastructure planning.

**Task 19 - Existing Wastewater System Evaluation & Modeling (3.3)** – review collection boundaries from the system and review the results with Staff for recommendations on preferred boundary modifications if required. This task includes the creation of a wastewater model for use with the development of the master plan. Currently, commercial user sewer flows are not specifically identified. Civiltec will prepare generalizations of commercial contributions. Civiltec will provide an overview of the federal and state regulations and guidelines as they affect the Town’s wastewater system and operation. Flow monitoring of commercial sewer area manholes, if necessary, will be a Town provided service.

Prepare an evaluation of current private septic systems, which probably number around 7,000 within the Town’s corporate boundary and within a three-mile area of the Town’s corporate boundary for potential connections to the Town’s sewer collection system. This water quality issue and potential water supply opportunity needs to be evaluated with recommendations provided in the IWMP.

As part of water importation, a northern water reclamation facility is quintessential for mitigation of Big Chino pumping and importation by managing effluent from this northern reclamation facility and recharging it through sound science to mitigate water being pumped and maintaining the Upper Verde River. Therefore, water importation and the northern reclamation facility are more of a tandem infrastructure component versus separate and need to be discussed in the Wastewater Evaluation.

Recommendations for septic conversion and connections to the Town’s sewer system as projects for additional water resource will be made. Additionally, recommendations for small area systems will be made for incorporating remote septic areas into the Town’s sewer collection system via pumping or gravity connections.

**Task 20 - Future Wastewater System Needs Assessment and Modeling (3.4)** – evaluate the Town’s existing wastewater system under various demand scenarios, identify deficiencies and make recommendations for general improvements and upgrades to the lift station pumping systems. Evaluations’ will include infrastructure improvements for collection and pumping, pipe sizing, new lift stations, wet well storage requirements and relief sewers. Modeling will be performed for various scenarios for the planning horizons including flow projections and proposed infrastructure to meet future requirements. Recommendations will be provided for required system improvements based on the estimated date each improvement needs to be placed into service.

**Task 21 - Wastewater System Workshop (3.5)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 22 - Wastewater System Technical Memorandum (3.6)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 23 - Reclaimed Water System Master Plan (4.0)** –create a reclaimed water system master plan that allows the Town to manage its reclaimed water supply in an effective and efficient manner. The Consultant will use the existing Town goals of recharging reclaimed water to bank the water resources for future use requirements. The plan shall identify strategies to meet the increasing need for recharge and recovery options for planning horizons. The Plan will also look at future reclaimed

water that will need to be brought back to a northern recharge facility near the Upper Verde River when Big Chino water is imported.

**Task 24 - Reclaimed Water System Data Collection** (4.1) – coordinate with Town Staff to collect necessary information and data relating to the underground storage facilities and recharge operations and current obligations for reclaimed water supply. Data collection will extend to the as-built physical system components including pipelines, reservoirs, recharge facilities, recovery wells, pumping facilities, historic production and delivery data. The collected data will serve as the basis for performance evaluation and infrastructure planning. The Town’s Big Chino Mitigation Report will be made available to Civiltec.

**Task 25 - Evaluate Reclaimed Distribution System** (4.2) - This task includes the creation of a reclaimed water model for use with the development of the master plan and providing an overview of the federal and state regulations and guidelines as they affect the Town’s reclaim water system and operation, as well as future recharge and recovery requirements. The model will be used to complete a mass balance of the reclaimed system. Planning will include basin filling, rotations and timing of bringing new basins on-line.

**Task 26 - Evaluate Recharge and Recovery Strategies** (4.3) – evaluate recharge and recovery needs based on the Town’s water portfolio, development needs and goals for each planning horizon. Consideration will be made for future reduced demands due to water conservation technologies. Recommendations will be made for future facilities to adequately provide recharge redundancy and reliability. Emerging contaminants will be discussed as they relate to reuse water quality.

**Task 27 - Reclaimed Water System - Future System Needs** (4.4) –recommendations will be provided for required system improvements based on the estimated date each improvement needs to be placed into service. Attention will be given to operational storage, specific improvements required, their timing and their locations. Creation of a reclaimed water distribution system for reclaimed water for commercial purposes will not be considered at this time due to the greater benefit of groundwater recharge.

**Task 28 - Reclaimed Water System Workshop** (4.5) – present the results of the prior tasks in a workshop with Town Staff.

**Task 29 - Reclaimed Water System Technical Memorandum** (4.6) – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 30 - Develop Outdoor Landscape Design Recommendations** – The Town anticipates updating the Uniform Development Ordinances (UDO) to include landscape elements either as an element of the UDO or as a stand-alone set of requirements. For the purpose of this IWMP, only general landscape recommendations will be included to support the future UDO or stand-alone requirements. Outdoor landscape design recommendations for on-site stormwater capture, and passive landscape components and minimum water use plants as the primary source of outdoor watering will be prepared. The recommendations will be based on the types of proposed development for overall drainage detention/retention plans to incorporate into the sites. The goal will be to promote water efficiencies and onsite usage of stormwater collection systems with passive designs. Elimination of or significant reductions in outdoor water use will be considered.



Outdoor water use consumes 50-60% of the total water demands on average for all the water providers within the region. Recommendations for native, drought tolerant landscape materials that do not require augmented water supplies should be investigated and recommendations for the future UDO should be included. The Town wants a beautiful community with landscaped areas that are sustainable and have the highest water efficiencies.

**Task 31 - Outdoor Landscape Design Workshop** –present the results of the prior tasks in a workshop with Town Staff. The presentation will include plan view renderings and exhibits to help clarify design recommendations intent.

**Task 32 - Outdoor Landscape Plan Technical Memorandum (7.3)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. The Technical Memorandum will include recommendations for new types of Town landscape ordinances for single lot sites, subdivisions, and large scale developments. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final IWMP report.

**Task 33 - Develop Stormwater Capture Plan Recommendations** – The Town anticipates updating the Uniform Development Ordinances (UDO) to include stormwater elements either as an element of the UDO or as a stand-alone set of requirements. For the purpose of this IWMP, only general stormwater recommendations will be included to support the future UDO or stand-alone requirements. Stormwater is considered more of a nuisance water supply and is currently dealt with through an engineered drainage report, but this water supply classified as overland flow, and not appropriated water within recognized washes rivers or streams. Stormwater could be utilized for local, development-wide, and regional water capture systems that could utilize the water for recharging the aquifer and providing outdoor water needs within both active and passive stormwater systems. This is a significant, untapped water resource and the IWMP will identify this issue and provide recommendations, proposed ordinances, or other innovative concepts for consideration.

This task includes a general narrative of potential stormwater capture systems and recommendations for improvements and possible stormwater ordinances for consideration by the Town. An analysis of stormwater drainage areas, potential capture locations, water allocations, water rights for surface flows and other detailed design elements is not a part of this IWMP.

**Task 34 – Stormwater Plan Workshop (NEW)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 35 – Stormwater Technical Memorandum (NEW)** -- prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report, including proposed Stormwater Ordinances and design concepts for consideration by the Town.

**Task 36 – James H. Holt, LLC** – subconsultant fee for Phase 1 preparation of the IWMP

**Task 37 – Matrix New World Engineering, Land Surveying and Landscape Architecture, PC** – subconsultant fee for Phase 1 preparation of the IWMP

**Task 38 – Sketch Landscape Architecture Studio, LLC** – subconsultant fee for Phase 1 preparation of the IWMP





## PHASE 2 – INTEGRATED INFRASTRUCTURE PLAN FOR TOWN-WIDE INTEGRATION

**Task 1 - Town-Wide Integration (5.0)** – based on the previous tasks, Civiltec will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for each planning horizon. The Consultant will evaluate the sizing of the water, wastewater, and reclaimed water system needed by the Town to ensure it can properly integrate with the Town's overall build-out of the future utility systems. A detailed assessment and integration strategy plan will be created.

**Task 2 - Town-Wide Integration Workshop (5.1)** – present the results of the prior tasks in a workshop with Town Staff.

**Task 3 - Town-Wide Integration Technical Memorandum (5.2)** – prepare a Technical Memorandum summarizing the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 4 – James H. Holt, LLC** – Subconsultant fee for Phase 2 preparation of the IWMP

**Task 5 – MATRIX New World Engineering, Land Surveying and Landscape Architecture, PC** – Subconsultant fee for Phase 2 preparation of the IWMP

**Task 6 – Sketch Landscape Architecture Studio, LLC** – Subconsultant fee for Phase 2 preparation of the IWMP

## PHASE 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES

**Task 1 – Develop a 5-Year through 10-Year Capital improvement Plan (6.0)** – based on the previous Tasks, Civiltec will recommend system improvements to meet the water resources, water, wastewater, and reclaimed water system demands for the Town for each planning horizon. The Consultant will evaluate water resource needs based on the various types of development, water system, wastewater system, and reclaimed water system needs as it relates to the current Town utility system. The quantity and timing of water resources, water, wastewater, and reclaimed water system improvements will be determined. Improvements will be designed for maximum use to avoid under-sizing of the systems. Emergency storage requirements and redundancy of the systems will be discussed. A detailed 5-year capital improvement plan including annual detailed and prioritized project listings, partial or whole system improvements identification, and detailed cost estimates will be made based on the results and conclusions of the previous tasks. A 10-year CIP will also be developed for longer term planning and budgeting.

**Task 2 – Determine CIP Projects Needed for Each Year (6.1)** – the capital improvements required for each year will be identified, prioritized and will include the associated total annual costs for each year to provide for the planned build-out of the 5-year and 10-year plans. Recommendations will be provided for an implementation plan with allowances for inflation of costs. A capital replacement plan will also be recommended.

**Task 3 - CIP Workshop (6.2)** – present the results of the prior tasks in a workshop with Town Staff.



**Task 4 - CIP Technical Memorandum (6.3)** – prepare a Technical Memorandum that summarizes the prior tasks for submittal and review by Town Staff. Upon completion of review and revisions, the Technical Memorandum will become a chapter in the final report.

**Task 5 - Project Meetings and Workshops (7.1)** – the project includes a kick-off meeting, monthly project status meetings and workshops for reporting results and obtaining Town Staff/Committees input. Assistance will be provided for presentations to a Water & Utility Subcommittee and Town Council work sessions and/or Town Council meetings to review the results and recommendations for the IWMP and CIP and gather input from the Council. Up to 12 meetings, workshops or other presentations are included in the project budget.

**Task 6 - Master Plan Report - Stand Alone Executive Summary (7.2.1)** – a color brochure style executive summary of the completed Master Plan will be provided for distribution to the Town Council, Town Leadership/Staff, stakeholders and the general public. Prior to final issuance, a draft summary will be provided to Town Staff for review and comment. Ten (10) copies of the draft and thirty (30) copies of the final summary will be provided along with high-resolution digital PDF versions of the documents.

**Task 7 – Integrated Water Master Plan (7.2.2)** – Ten (10) copies of the draft and thirty (30) copies of the final IWMP color and bound report will be provided to the Town as our final IWMP deliverable. High-Resolution Digital PDF versions of the documents will also be provided.

**Task 8 – Capital Improvement Plan (7.2.3)** – Ten (10) copies of the draft and thirty (30) copies of the final CIP color and bound report will be provided to the Town as our final IWMP deliverable. High-Resolution Digital PDF versions of the documents will also be provided. .

**Task 9 – Master Plan Models (7.2.4)** – The newly developed and completed Town water, wastewater and reclaimed water hydraulic models and supporting documents will be provide to the Town upon adoption of the plans by the Town.

**Task 10 - Digital Document Management (7.2.5)** – deliverables for this study will include printed materials and support documents in an indexed and searchable PDF file format. Electronic copies of all final documents in the Master Plan will be furnished in MS Word and Excel formats as appropriate. Final version of maps shall be in a GIS file format compatible with the Town's GIS systems.

**Task 11 – James H. Holt, LLC** – Subconsultant fee for Phase 3 preparation of the IWMP

**Task 12 – Matrix New World Engineering, Land Surveying and Landscape Architecture, PC** – Subconsultant fee for Phase 3 preparation of the IWMP

**Task 13 – Sketch Landscape Architecture Studio, LLC** – Subconsultant fee for Phase 3 preparation of the IWMP

## PHASE 4 - CONTRACT ALLOWANCE

**Task 1 - Contract Allowance** – A contract allowance has been included in the scope of work for minor changes in scope. The contract allowance will only be used if needed and after written authorization from the Town to proceed with the work.

Town of Chino Valley  
Integrated WMP-CIP  
June 12, 2023  
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## SCHEDULE

Civiltec is available to commence this project immediately. Based on the scope of work described previously, we will require approximately 11 to 12 months to complete this project, with a final completion date on or before July 1, 2024.

## FEE DISTRIBUTION SCHEDULE

Professional fees for the above-described services will be billed on a fixed fee basis as summarized below. A breakdown of our hours and fees is included as Attachment A.

| TOWN-WIDE IWMP PHASE BUDGETS                                               |                      |
|----------------------------------------------------------------------------|----------------------|
| Phase 1 - WATER RESOURCES AND SYSTEM MASTER PLAN                           | \$ 326,827.00        |
| Phase 2 - INTEGRATION (WATER-WASTEWATER-RECLAIMED WATER)                   | \$ 47,488.00         |
| Phase 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES | \$ 122,179.00        |
| Phase 4 - CONTRACT ALLOWANCE                                               | \$ 2,500.00          |
| <b>TOTAL PROJECT CONTRACT AMOUNT</b>                                       | <b>\$ 498,994.00</b> |

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates. All fees associated with review and application filings shall be the responsibility of the Client. Additional services may be authorized by the Client through a change order or contract addendum. Civiltec will bill monthly for all work performed and expenses incurred on behalf of the project.

If this proposal is acceptable, please provide a Notice to Proceed and return a Town of Chino Valley contract form or Purchase Order to our office for the project record. Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact the undersigned directly with any comments or questions.

Sincerely,

*Civiltec engineering, inc.*

Richard E. Aldridge, PE, MBA ([raldridge@civiltec.com](mailto:raldridge@civiltec.com))  
Principal Engineer / Branch Manager  
Attachment(s): A – Breakdown of Hours and Fees  
B – Project Schedule

**Project Name:** TOCV INTEGRATED WATER MASTER PLAN & CIP  
**Client:** Town of Chino Valley  
**Proposal Number:** PP23025.00  
**Staff-Hours Time and Fee Estimate**  
**Date:** 6-12-2023



| ATTACHMENT A<br>Scope of Work                                        | HOURS            |                   |                  |                  |                   | TOTAL<br>COST        |
|----------------------------------------------------------------------|------------------|-------------------|------------------|------------------|-------------------|----------------------|
|                                                                      | PIC<br>\$ 215.00 | SrPM<br>\$ 197.00 | SrE<br>\$ 182.00 | SrD<br>\$ 164.00 | Admin<br>\$ 84.00 |                      |
| <b>Phase 1 - WATER RESOURCES AND SYSTEM MASTER PLAN</b>              | <b>68</b>        | <b>502</b>        | <b>480</b>       | <b>148</b>       | <b>32</b>         | <b>\$ 326,827.00</b> |
| Task 1 - GROWTH PROJECTIONS (1.0)                                    | 4                | 12                | 4                |                  |                   | \$3,952.00           |
| Task 2 - WATER RESOURCES MASTER PLAN (1.1)                           | 4                | 24                | 8                | 16               |                   | \$9,668.00           |
| Task 3 - WATER DEMAND PROJECTIONS (1.2)                              |                  | 24                | 24               |                  |                   | \$9,096.00           |
| Task 4 - WASTEWATER LOAD PROJECTIONS (1.3)                           |                  | 24                | 24               |                  |                   | \$9,096.00           |
| Task 5 - RECLAIMED WATER FLOW PROJECTIONS (1.4)                      |                  | 16                | 4                |                  |                   | \$3,880.00           |
| Task 6 - PREPARE WATER INTEGRATED RESOURCE PLAN (1.5)                |                  | 32                | 8                | 16               |                   | \$10,384.00          |
| Task 7 - WATER RESOURCES WORKSHOP (1.6)                              | 4                | 4                 | 4                | 8                |                   | \$3,688.00           |
| Task 8 - WATER RESOURCES TECHNICAL MEMORANDUM (1.7)                  | 4                | 24                | 4                |                  | 2                 | \$6,484.00           |
| Task 9 - WATER INFRASTRUCTURE MASTER PLAN (2.0)                      | 4                | 32                | 8                | 8                |                   | \$9,932.00           |
| Task 10 - WATER SYSTEM DATA COLLECTION (2.1)                         |                  | 8                 | 16               | 8                | 8                 | \$6,472.00           |
| Task 11 - REVIEW / UPDATE WATER SYSTEM PERFORMANCE CRITERIA (2.2)    |                  | 8                 | 16               |                  |                   | \$4,488.00           |
| Task 12 - EXISTING WATER SYSTEM EVALUATION & MODELING (2.3)          |                  | 40                | 80               | 8                |                   | \$23,752.00          |
| Task 13 - WATER SYSTEM - FUTURE SYSTEM NEEDS (2.4)                   |                  | 8                 | 24               |                  |                   | \$5,944.00           |
| Task 14 - WATER SYSTEM WORKSHOP (2.5)                                | 4                | 4                 | 4                | 8                |                   | \$3,688.00           |
| Task 15 - WATER SYSTEM TECHNICAL MEMORANDUM (2.6)                    | 4                | 24                | 16               | 8                | 2                 | \$9,980.00           |
| Task 16 - WASTEWATER SYSTEM MASTER PLAN UPDATE (3.0)                 | 4                | 32                | 16               | 8                |                   | \$11,388.00          |
| Task 17 - WASTEWATER SYSTEM DATA COLLECTION (3.1)                    |                  | 8                 |                  | 8                | 8                 | \$3,560.00           |
| Task 18 - DEVELOP WASTEWATER SYSTEM PERFORMANCE CRITERIA (3.2)       |                  | 8                 | 16               |                  |                   | \$4,488.00           |
| Task 19 - EXISTING WASTEWATER SYSTEM EVALUATION & MODELING (3.3)     |                  | 40                | 80               | 8                |                   | \$23,752.00          |
| Task 20 - FUTURE WASTEWATER SYSTEM NEEDS ASSESSMENT & MODELING (3.4) |                  | 24                | 60               |                  |                   | \$15,648.00          |

## Attachment A Breakdown of Hours and Fees







Project Name: TOCV INTEGRATED WATER MASTER PLAN & CIP  
Client: Town of Chino Valley  
Proposal Number: PP23025.00  
Staff-Hours Time and Fee Estimate  
Date: 6-12-2023

Attachment A  
Breakdown of Hours and Fees

| ATTACHMENT A<br>Scope of Work                                   | HOURS            |                   |                  |                  |                   | TOTAL<br>COST      |
|-----------------------------------------------------------------|------------------|-------------------|------------------|------------------|-------------------|--------------------|
|                                                                 | PIC<br>\$ 215.00 | SrPM<br>\$ 197.00 | SrE<br>\$ 182.00 | SrD<br>\$ 164.00 | Admin<br>\$ 84.00 |                    |
| Task 21 - WASTEWATER SYSTEM WORKSHOP (3.5)                      | 4                | 4                 | 4                | 8                |                   | \$3,688.00         |
| Task 22 - WASTEWATER SYSTEM TECHNICAL MEMORANDUM (3.6)          | 4                | 24                | 16               | 24               | 2                 | \$12,604.00        |
| Task 23 - RECLAIMED WATER SYSTEM MASTER PLAN (4.0)              | 4                | 8                 | 4                | 4                |                   | \$3,820.00         |
| Task 24 - RECLAIMED WATER SYSTEM DATA COLLECTION (4.1)          |                  | 4                 | 4                |                  | 8                 | \$2,188.00         |
| Task 25 - EVALUATE RECLAIMED DISTRIBUTION SYSTEM (4.2)          |                  | 4                 | 4                |                  |                   | \$1,516.00         |
| Task 26 - EVALUATE RECHARGE & RECOVERY STRATEGIES (4.3)         |                  | 4                 | 4                |                  |                   | \$1,516.00         |
| Task 27 - RECLAIMED WATER SYSTEM - FUTURE SYSTEM NEEDS (4.4)    |                  | 4                 | 4                |                  |                   | \$1,516.00         |
| Task 28 - RECLAIMED WATER SYSTEM WORKSHOP (4.5)                 | 4                | 4                 | 4                |                  |                   | \$2,376.00         |
| Task 29 - RECLAIMED WATER SYSTEM TECHNICAL MEMORANDUM (4.6)     | 4                | 8                 | 4                | 8                | 2                 | \$4,644.00         |
| Task 30 - DEVELOP OUTDOOR LANDSCAPE DESIGN (7.1)                |                  | 2                 |                  |                  |                   | \$394.00           |
| Task 31 - OUTDOOR LANDSCAPE DESIGN WORKSHOP (7.2)               | 4                | 4                 |                  |                  |                   | \$1,648.00         |
| Task 32 - OUTDOOR LANDSCAPE PLAN TECHNICAL MEMORANDUM (7.3)     |                  | 4                 |                  |                  |                   | \$788.00           |
| Task 33 - DEVELOP STORMWATER CAPTURE PLAN                       | 4                | 12                | 8                |                  |                   | \$4,680.00         |
| Task 34 - STORMWATER PLAN WORKSHOP                              | 4                | 4                 | 4                |                  |                   | \$2,376.00         |
| Task 35 - STORMWATER TECHNICAL MEMORANDUM                       | 4                | 16                | 4                |                  |                   | \$4,740.00         |
| Task 36 - JAMES H. HOLT, LLC SUBCONSULTANT                      |                  |                   |                  |                  |                   | \$20,350.00        |
| Task 37 - MATRIX NEW WORLD SUBCONSULTANT                        |                  |                   |                  |                  |                   | \$43,285.00        |
| Task 38 - SKETCH LANDSCAPE ARCHITECTURE STUDIO SUBCONSULTANT    |                  |                   |                  |                  |                   | \$35,358.00        |
| <b>Phase 2 - INTEGRATION (WATER-WASTEWATER-RECLAIMED WATER)</b> | <b>12</b>        | <b>60</b>         | <b>20</b>        | <b>24</b>        | <b>2</b>          | <b>\$47,488.00</b> |
| Task 1 -TOWN-WIDE INTEGRATION (5.0)                             | 4                | 24                | 8                | 8                |                   | \$8,356.00         |



Project Name: TOCV INTEGRATED WATER MASTER PLAN & CIP  
Client: Town of Chino Valley  
Proposal Number: PP23025.00  
Staff-Hours Time and Fee Estimate  
Date: 6-12-2023



### ATTACHMENT A

| Scope of Work                                               | HOURS            |                   |                  |                  |                   | TOTAL COST  |
|-------------------------------------------------------------|------------------|-------------------|------------------|------------------|-------------------|-------------|
|                                                             | PIC<br>\$ 215.00 | SrPM<br>\$ 197.00 | SrE<br>\$ 182.00 | SrD<br>\$ 164.00 | Admin<br>\$ 84.00 |             |
| Task 2 - TOWN-WIDE INTEGRATION WORKSHOP (5.1)               | 4                | 4                 | 4                | 8                |                   | \$3,688.00  |
| Task 3 - TOWN-WIDE INTEGRATION TECHNICAL MEMORANDUM (5.2)   | 4                | 32                | 8                | 8                | 2                 | \$10,100.00 |
| Task 4 - JAMES H. HOLT, LLC SUBCONSULTANT                   |                  |                   |                  |                  |                   | \$7,700.00  |
| Task 5 - MATRIX NEW WORLD SUBCONSULTANT                     |                  |                   |                  |                  |                   | \$15,268.00 |
| Task 6 - SKETCH LANDSCAPE ARCHITECTURE STUDIO SUBCONSULTANT |                  |                   |                  |                  |                   | \$2,376.00  |

|                                                                                   |           |            |            |           |           |                     |
|-----------------------------------------------------------------------------------|-----------|------------|------------|-----------|-----------|---------------------|
| <b>Phase 3 - CAPITAL IMPROVEMENTS PLAN (CIP), ADMINISTRATION AND DELIVERABLES</b> | <b>40</b> | <b>226</b> | <b>136</b> | <b>96</b> | <b>18</b> | <b>\$122,179.00</b> |
| Task 1 - DEVELOP A 5-YEAR and 10-Year CAPITAL IMPROVEMENT PLAN (6.0)              | 4         | 32         | 24         | 16        |           | \$14,156.00         |
| Task 2 - DETERMINE CAPITAL IMPROVEMENTS NEEDED FOR EACH YEAR (6.1)                |           | 18         | 8          |           |           | \$5,002.00          |
| Task 3 - CIP WORKSHOP (6.2)                                                       | 4         | 4          | 4          | 8         |           | \$3,688.00          |
| Task 4 - CIP TECHNICAL MEMORANDUM (6.3)                                           | 4         | 32         | 16         | 8         |           | \$11,388.00         |
| Task 5 - PROJECT MEETINGS & WORKSHOPS ADMIN (7.1)                                 | 16        | 32         | 32         | 16        | 4         | \$18,528.00         |
| Task 6 - MASTER PLAN REPORT - STAND ALONE EXECUTIVE SUMMARY (7.2.1)               | 4         | 32         | 12         | 8         | 4         | \$10,996.00         |
| Task 7 - INTEGRATED WATER MASTER PLAN (7.2.2)                                     | 4         | 32         | 8          | 16        | 4         | \$11,580.00         |
| Task 8 - CAPITAL IMPROVEMENT PLAN (7.2.3)                                         | 4         | 32         | 8          | 16        | 2         | \$11,412.00         |
| Task 9 - MASTER PLAN MODELS (7.2.4)                                               |           | 4          | 16         |           |           | \$3,700.00          |
| Task 10 - DIGITAL DOCUMENT MANAGEMENT (7.2.5)                                     |           | 8          | 8          | 8         | 4         | \$4,680.00          |
| Task 11 - JAMES H. HOLT, LLC SUBCONSULTANT                                        |           |            |            |           |           | \$7,700.00          |
| Task 12 - MATRIX NEW WORLD SUBCONSULTANT                                          |           |            |            |           |           | \$15,917.00         |
| Task 13 - SKETCH LANDSCAPE ARCHITECTURE STUDIO SUBCONSULTANT                      |           |            |            |           |           | \$3,432.00          |

### Attachment A Breakdown of Hours and Fees



Project Name: TOCV INTEGRATED WATER MASTER PLAN & CIP  
Client: Town of Chino Valley  
Proposal Number: PP23025.00  
Staff-Hours Time and Fee Estimate  
Date: 6-12-2023



Attachment A  
Breakdown of Hours and Fees

| ATTACHMENT A<br>Scope of Work | HOURS            |                   |                  |                  |                   | TOTAL<br>COST |
|-------------------------------|------------------|-------------------|------------------|------------------|-------------------|---------------|
|                               | PIC<br>\$ 215.00 | SrPM<br>\$ 197.00 | SrE<br>\$ 182.00 | SrD<br>\$ 164.00 | Admin<br>\$ 84.00 |               |
| Phase 4 - CONTRACT ALLOWANCE  |                  |                   |                  |                  |                   | \$2,500.00    |
| Task 1 - CONTRACT ALLOWANCE   |                  |                   |                  |                  |                   | \$2,500.00    |
| HOURS                         | 120              | 788               | 636              | 268              | 52                | 1864          |
| BUDGET                        |                  |                   |                  |                  |                   | \$498,994.00  |

PIC = Principal Engineer (PE)  
 PM = Project Manager  
 PE = Project Engineer (PE)  
 SE = Staff Engineer (EIT)  
 CAD = CAD Operator  
 Admin = Administrative Asst./Clerical  
 ZPS = Two Person Survey Crew  
 PrEE = Principal Electrical Engr. (PE)  
 SrE = Senior Engineer (PE)  
 SrD = Senior Designer  
 D = Designer  
 JrE = Jr. Engineer (Intern)  
 CO = Construction Observer  
 1PS = One Person Survey Crew  
 SrPM = Sr. Project Manager  
 SrPE = Sr. Project Engineer (PE)  
 SrSE = Sr. Staff Engineer (EIT)  
 D/CAD = Designer/CAD Operator  
 PT = Planning Technician  
 SM = Survey Manager (RLS)  
 SLS = Staff Land Surveyor (RLS)



TOWN OF CHINO VALLEY IWMP - PROPOSAL SCHEDULE

| ID | Task Name                                                                                                                                                                                                                                                       | Duration        | Start              | Finish             | Jun '23Jul '23Aug '23Sep '23Oct '23Nov '23Dec '23Jan '24Feb '24Mar '24Apr '24May '24Jun '24Jul '24 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------|--------------------|----------------------------------------------------------------------------------------------------|
| 1  | <b>OVERALL PROJECT PRELIMINARY SCHEDULE</b>                                                                                                                                                                                                                     | <b>260 days</b> | <b>Tue 7/4/23</b>  | <b>Mon 7/1/24</b>  |                                                                                                    |
| 2  | <b>Task 1 – Kick-off Meeting - Notice to Proceed</b>                                                                                                                                                                                                            | <b>33 days</b>  | <b>Mon 7/3/23</b>  | <b>Wed 8/16/23</b> |                                                                                                    |
| 3  | Kick-off Meeting                                                                                                                                                                                                                                                | 2 days          | Tue 8/15/23        | Wed 8/16/23        |                                                                                                    |
| 4  | <b>Task 2 – Draft IWMP Plan</b>                                                                                                                                                                                                                                 | <b>130 days</b> | <b>Tue 8/15/23</b> | <b>Mon 2/12/24</b> |                                                                                                    |
| 5  | Data Acquisition, Establish Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements, Topo Survey and Other Identified Tasks     | 100 days        | Tue 8/15/23        | Mon 1/1/24         |                                                                                                    |
| 6  | Workshops, Meetings, Draft Technical Memorandums and Preparation of the Draft IWMP Plan                                                                                                                                                                         | 30 days         | Tue 1/2/24         | Mon 2/12/24        |                                                                                                    |
| 7  | <b>Task 3 – Final IWMP Plan</b>                                                                                                                                                                                                                                 | <b>45 days</b>  | <b>Thu 2/15/24</b> | <b>Wed 4/17/24</b> |                                                                                                    |
| 8  | Continued Data Acquisition, Establishment of Planning Criteria, Systems Analysis, Identification of Water, Sewer and Reclaimed Water Sources and Availability, Landscape Design, Systems Modeling, Review of Regulatory Requirements and Other Identified Tasks | 28 days         | Thu 2/15/24        | Mon 3/25/24        |                                                                                                    |
| 9  | Workshops, Meetings, Draft Technical Memorandums and Preparation of the Final IWMP Plan                                                                                                                                                                         | 17 days         | Tue 3/26/24        | Wed 4/17/24        |                                                                                                    |
| 10 | <b>Task 4 – Draft Capital Improvements Plan (CIP)</b>                                                                                                                                                                                                           | <b>79 days</b>  | <b>Fri 2/16/24</b> | <b>Wed 6/5/24</b>  |                                                                                                    |
| 11 | Identify Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, Short and Long Term Cost Elements                                                                                                           | 40 days         | Fri 2/16/24        | Thu 4/11/24        |                                                                                                    |
| 12 | Meetings, Workshops and Prepare Draft CIP                                                                                                                                                                                                                       | 39 days         | Fri 4/12/24        | Wed 6/5/24         |                                                                                                    |
| 13 | <b>Task 5 – Final CIP</b>                                                                                                                                                                                                                                       | <b>15 days</b>  | <b>Thu 6/6/24</b>  | <b>Wed 6/26/24</b> |                                                                                                    |
| 14 | Final Identification of Costs, Planned Improvement, Basis of Costs, Infrastructure Replacement Requirements, Construction Phasing, and Short and Long Term Cost Elements                                                                                        | 10 days         | Thu 6/6/24         | Wed 6/19/24        |                                                                                                    |
| 15 | Submit Final CIP Plan                                                                                                                                                                                                                                           | 5 days          | Thu 6/20/24        | Wed 6/26/24        |                                                                                                    |
| 16 | <b>Task 6 – Final Report and Deliverables</b>                                                                                                                                                                                                                   | <b>3 days</b>   | <b>Thu 6/27/24</b> | <b>Mon 7/1/24</b>  |                                                                                                    |
| 17 | Final Report and Deliverables                                                                                                                                                                                                                                   | 3 days          | Thu 6/27/24        | Mon 7/1/24         |                                                                                                    |

**Attachment B**  
**Project Schedule**





## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

6. b.

**Meeting Date:** 06/27/2023  
**Contact Person:** Joe Duffy, Finance Director  
**Department:** Finance  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Public Hearing regarding Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of \$45,150,500.

#### RECOMMENDED ACTION:

Hold the Public Hearing.

#### SITUATION AND ANALYSIS:

On June 13, 2023, the Mayor and Council adopted Resolution No. 2023-1223 adopting the Tentative Budget for Fiscal Year 2023/2024, and setting the Expenditure Limitation at \$45,150,500. The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Daily Courier and the Chino Valley Review.

Staff recommends approving Resolution No. 2023-1225 and adopting the Final Budget for Fiscal Year 2023/2024.

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

#### Attachments

*No file(s) attached.*



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

6. c.

**Meeting Date:** 06/27/2023  
**Contact Person:** Joe Duffy, Finance Director  
**Department:** Finance  
**Estimated length of staff presentation:** None  
**Physical location of item:** Bright Star Subdivision

#### AGENDA ITEM TITLE:

Public Hearing regarding Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute the budgets of the Districts for Fiscal Year 2023/2024.

#### RECOMMENDED ACTION:

Hold the Public Hearing.

#### Fiscal Impact

**Fiscal Impact?:** No  
**If Yes, Budget Code:**  
**Available:**  
**Funding Source:**

#### Attachments

*No file(s) attached.*



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

2.

**Meeting Date:** 06/27/2023  
**Contact Person:** Joe Duffy, Finance Director  
**Department:** Finance  
**Estimated length of staff presentation:** 15 minutes  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2023-1225, relating to the Town's Final Budget for Fiscal Year 2023/2024 and the proposed expenditure limitation for the same year, in the amount of \$45,150,500.

#### RECOMMENDED ACTION:

Approve Resolution 2023-1225, adopting the Fiscal Year 2023/2024 Final Budget and establishing the Fiscal Year 2023/2024 expenditure limitation.

#### SITUATION AND ANALYSIS:

On June 13, 2023, the Mayor and Council adopted Resolution No. 2023-1223 adopting the Tentative Budget for the Fiscal Year 2023/2024 and setting the Expenditure Limitation at \$45,150,500. The Tentative Budget was posted on the Town's website.

The State Budget Forms were published two times in the Prescott Courier and Chino Valley Review.

A public hearing is scheduled for June 27, 2023.

Staff recommends approving Resolution No. 2023-1225 and adopting the Final Budget for Fiscal Year 2023/2024.

#### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** All

**Available:**

**Funding Source:**

Adoption of this item establishes a final budget and the expenditure limitation for Fiscal Year 2023/2024.

#### Attachments

RES - 2023-1225 - FY 23/24 Final Budget

## RESOLUTION NO. 2023-1225

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2023/2024; SETTING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.**

**WHEREAS**, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Chino Valley (the "Town Council") is required to adopt an annual budget for the Town of Chino Valley (the "Town"); and

**WHEREAS**, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03(C), (E), and (G), the qualified voters of the Town of Chino Valley, on August 4, 2020, approved Proposition 450, adopting an Alternative Expenditure Limitation for the Town; and

**WHEREAS**, Proposition 450 provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

**WHEREAS**, in accordance with A.R.S. § 42-17102, the Town Manager prepared and filed with the Town Council the Town Manager's budget estimates for the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

**WHEREAS**, on June 13, 2023, the Town Council approved Resolution 2023-2024, adopting (i) an expenditure limitation and (ii) the statement of estimates and expenses for the fiscal year beginning July 1, 2023, and ending June 30, 2024; and

**WHEREAS**, Resolution 2023-2024 also directed the Town Clerk to (i) make available the tentative budget for inspection, not later than seven days after the date of Resolution 2023-2024, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

**WHEREAS**, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 27, 2023, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said statement of estimates and expenses and (ii) adopting the tentative budget as final; and

**WHEREAS**, on June 27, 2023, the Town Council held a public hearing on the final budget as required by law; and

**WHEREAS**, the revenues and expenses in the proposed final budget for Fiscal Year 2023/2024 do not exceed the estimates and expenses shown on the published tentative budget.

[CONTINUED ON THE FOLLOWING PAGE]



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

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

SECTION 2. The expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2023/2024 is hereby approved in an amount not to exceed \$45,150,500.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budget of the Town of Chino Valley for Fiscal Year 2023/2024.

SECTION 4. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona this 27th day of June 2023.

---

Jack W. Miller, Mayor

ATTEST:

---

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1225 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was \_\_\_\_ ayes and \_\_\_\_ nays and \_\_\_\_ abstentions. \_\_\_\_ Council members were absent or excused.

---

Erin N. Deskins, Town Clerk

EXHIBIT A  
TO  
RESOLUTION NO. 2023-1225

[Statement of Estimates and Expenses]

See following pages.

**Official Budget Forms**

**Town of Chino Valley**

**Fiscal Year 2024**

Town of Chino Valley  
Summary Schedule of estimated revenues and expenditures/expenses  
Fiscal Year 2024

| Fiscal year |                                                                                  | S<br>c<br>h |    | Funds        |                      |                   |                       |                |                            |                        |                 |
|-------------|----------------------------------------------------------------------------------|-------------|----|--------------|----------------------|-------------------|-----------------------|----------------|----------------------------|------------------------|-----------------|
|             |                                                                                  |             |    | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | Permanent Fund | Enterprise Funds Available | Internal Service Funds | Total all funds |
| 2023        | Adopted/adjusted budgeted expenditures/expenses*                                 | E           | 1  | 14,425,900   | 13,281,500           | 1,384,500         | 8,051,000             | 0              | 5,901,200                  | 0                      | 43,044,100      |
| 2023        | Actual expenditures/expenses**                                                   | E           | 2  | 13,586,100   | 4,088,700            | 1,384,500         | 4,868,500             | 0              | 2,982,200                  | 0                      | 26,910,000      |
| 2023        | Beginning fund balance/(deficit) or net position/(deficit) at July 1***          |             | 3  | 12,566,285   | 2,279,155            | 483,750           | 10,135,752            | 0              | 12,771,403                 | 0                      | 38,236,345      |
| 2023        | Primary property tax levy                                                        | B           | 4  | 0            |                      |                   |                       |                |                            |                        | 0               |
| 2023        | Secondary property tax levy                                                      | B           | 5  |              |                      |                   |                       |                |                            |                        | 0               |
| 2023        | Estimated revenues other than property taxes                                     | C           | 6  | 17,911,000   | 4,954,100            | 0                 | 5,292,000             | 0              | 6,135,000                  | 0                      | 34,292,100      |
| 2023        | Other financing sources                                                          | D           | 7  | 0            | 0                    | 0                 | 0                     | 0              | 1,000,000                  | 0                      | 1,000,000       |
| 2023        | Other financing (uses)                                                           | D           | 8  | 0            | 0                    | 0                 | 0                     | 0              | 1,000,000                  | 0                      | 1,000,000       |
| 2023        | Interfund transfers in                                                           | D           | 9  | 400,000      | 2,700,000            | 0                 | 2,028,000             | 0              | 550,000                    | 0                      | 5,678,000       |
| 2023        | Interfund Transfers (out)                                                        | D           | 10 | 5,428,000    | 200,000              | 0                 | 0                     | 0              | 50,000                     | 0                      | 5,678,000       |
| 2023        | Line 11: Reduction for fund balance reserved for future budget year expenditures |             | 11 |              |                      |                   |                       |                |                            |                        |                 |
|             | Maintained for future debt retirement                                            |             |    |              |                      |                   |                       |                |                            |                        | 0               |
|             | Maintained for future capital projects                                           |             |    |              |                      |                   |                       |                |                            |                        | 0               |
|             | Maintained for future financial stability                                        |             |    |              |                      |                   |                       |                |                            |                        | 0               |
|             |                                                                                  |             |    |              |                      |                   |                       |                |                            |                        | 0               |
|             |                                                                                  |             |    |              |                      |                   |                       |                |                            |                        |                 |
| 2023        | Total financial resources available                                              |             | 12 | 25,449,285   | 9,733,255            | 483,750           | 17,455,752            | 0              | 19,406,403                 | 0                      | 72,528,445      |
| 2023        | Budgeted expenditures/expenses                                                   | E           | 13 | 17,267,300   | 14,092,400           | 1,278,000         | 6,214,000             | 0              | 5,298,800                  | 0                      | 44,150,500      |

**Expenditure limitation comparison**

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

|   | 2022          | 2023          |
|---|---------------|---------------|
| 1 | \$ 46,544,100 | \$ 45,150,500 |
| 2 |               |               |
| 3 | 46,544,100    | 45,150,500    |
| 4 |               |               |
| 5 | \$ 46,544,100 | \$ 45,150,500 |
| 6 | \$            | \$            |

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

- \* Includes expenditure/expense adjustments approved in the current year from Schedule E.
- \*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
- \*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).



**Town of Chino Valley**  
**Tax levy and tax rate information**  
**Fiscal Year 2024**

|                                                                                                                                                                                                                                                                                                                             | 2023     | 2024     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 1. Maximum allowable primary property tax levy.<br>A.R.S. §42-17051(A)                                                                                                                                                                                                                                                      | \$ _____ | \$ _____ |
| 2. Amount received from primary property taxation in<br>the <b>current year</b> in excess of the sum of that year's<br>maximum allowable primary property tax levy.<br>A.R.S. §42-17102(A)(18)                                                                                                                              | \$ _____ |          |
| 3. Property tax levy amounts                                                                                                                                                                                                                                                                                                |          |          |
| A. Primary property taxes                                                                                                                                                                                                                                                                                                   | \$ _____ | \$ _____ |
| Property tax judgment _____                                                                                                                                                                                                                                                                                                 | _____    | _____    |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                                 | _____    | _____    |
| Property tax judgment _____                                                                                                                                                                                                                                                                                                 | _____    | _____    |
| C. Total property tax levy amounts                                                                                                                                                                                                                                                                                          | \$ _____ | \$ _____ |
| 4. Property taxes collected*                                                                                                                                                                                                                                                                                                |          |          |
| A. Primary property taxes                                                                                                                                                                                                                                                                                                   |          |          |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                              | \$ _____ |          |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                                     | _____    |          |
| (3) Total primary property taxes                                                                                                                                                                                                                                                                                            | \$ _____ |          |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                                 |          |          |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                              | \$ _____ |          |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                                     | _____    |          |
| (3) Total secondary property taxes                                                                                                                                                                                                                                                                                          | \$ _____ |          |
| C. Total property taxes collected                                                                                                                                                                                                                                                                                           | \$ _____ |          |
| 5. Property tax rates                                                                                                                                                                                                                                                                                                       |          |          |
| A. City/Town tax rate                                                                                                                                                                                                                                                                                                       |          |          |
| (1) Primary property tax rate                                                                                                                                                                                                                                                                                               | _____    | _____    |
| Property tax judgment _____                                                                                                                                                                                                                                                                                                 | _____    | _____    |
| (2) Secondary property tax rate                                                                                                                                                                                                                                                                                             | _____    | _____    |
| Property tax judgment _____                                                                                                                                                                                                                                                                                                 | _____    | _____    |
| (3) Total city/town tax rate                                                                                                                                                                                                                                                                                                | _____    | _____    |
| B. Special assessment district tax rates                                                                                                                                                                                                                                                                                    |          |          |
| Secondary property tax rates—As of the date the proposed budget was prepared, the<br>city/town was operating <u>3</u> special assessment districts for which secondary<br>property taxes are levied. For information pertaining to these special assessment districts<br>and their tax rates, please contact the city/town. |          |          |

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Town of Chino Valley**  
**Revenues other than property taxes**  
**Fiscal Year 2024**

| Source of revenues                        | Estimated<br>revenues<br>2023 | Actual revenues*<br>2023 | Estimated<br>revenues<br>2024 |
|-------------------------------------------|-------------------------------|--------------------------|-------------------------------|
| <b>General Fund</b>                       |                               |                          |                               |
| <b>Local taxes</b>                        |                               |                          |                               |
| Sales Taxes                               | \$ 7,910,900                  | \$ 8,890,700             | \$ 9,157,100                  |
| Franchise Taxes                           | 141,500                       | 309,600                  | 407,000                       |
| <b>Licenses and permits</b>               |                               |                          |                               |
| Building Permits                          | 325,000                       | 435,600                  | 350,000                       |
| Business Licenses                         | 65,000                        | 42,700                   | 66,000                        |
| Plan Check Fees                           | 150,000                       | 130,600                  | 125,000                       |
| Other Licenses and Permits                | 22,500                        | 16,800                   | 21,500                        |
| <b>Intergovernmental</b>                  |                               |                          |                               |
| State Shared Sales Tax                    | 1,864,000                     | 2,079,800                | 2,031,000                     |
| State Shared Income Tax                   | 2,513,000                     | 2,559,500                | 3,600,000                     |
| Vehicle License Tax                       | 1,079,000                     | 1,051,700                | 1,158,000                     |
| Yavapai County Library Funds              | 96,000                        | 104,900                  | 76,300                        |
| Police Dept Grants                        | 7,500                         | 2,700                    | 7,500                         |
| Senior Nutrition Grant                    | 115,000                       | 120,600                  | 125,000                       |
| <b>Charges for services</b>               |                               |                          |                               |
| Engineering Fees                          | 1,000                         | 22,900                   | 20,000                        |
| Senior Nutrition Program Fees             | 5,000                         | 1,200                    | 1,000                         |
| Facility Use Fees                         | 27,000                        | 22,000                   | 25,000                        |
| Police Report Fees                        | 4,000                         | 5,600                    | 5,000                         |
| Aquatic Center Fees                       | 70,000                        | 58,400                   | 57,000                        |
| Other Charges for Services                | 28,000                        | 16,100                   | 11,600                        |
| <b>Fines and forfeits</b>                 |                               |                          |                               |
| Animal Control Fees                       | 27,000                        | 23,000                   | 25,000                        |
| Library Fines                             | 2,000                         | 1,100                    | 2,000                         |
| Court Fines and Forfeitures               | 130,000                       | 156,400                  | 140,000                       |
| <b>Interest on investments</b>            |                               |                          |                               |
| Interest                                  | 2,000                         | 486,000                  | 500,000                       |
| <b>Contributions</b>                      |                               |                          |                               |
| Senior Center Thrift Store                | 500                           |                          |                               |
| <b>Total General Fund</b>                 | <b>\$ 14,585,900</b>          | <b>\$ 16,537,900</b>     | <b>\$ 17,911,000</b>          |
| <b>Special revenue funds</b>              |                               |                          |                               |
| Highway User Revenue                      | \$ 1,360,000                  | \$ 1,335,000             | 1,400,000                     |
| Interest                                  | 1,000                         | 13,000                   | 10,000                        |
| Miscellaneous                             | 2,500                         | 3,200                    | 2,500                         |
|                                           | \$ 1,363,500                  | \$ 1,351,200             | 1,412,500                     |
| Miscellaneous Grants                      | \$ 3,500,000                  | \$ 200,000               | 3,500,000                     |
| Cares Act Funding                         | 485,000                       | 485,000                  |                               |
| CDBG Grant                                | 349,000                       | 348,000                  |                               |
|                                           | \$ 4,334,000                  | \$ 1,033,000             | 3,500,000                     |
| Special Revenue Fund-Court                | \$ 24,500                     | \$ 33,200                | 25,500                        |
| Special Revenue Fund-PD                   | 12,000                        | 12,800                   | 12,000                        |
| Lighting Improvement Districts #1, #2, #3 | 4,100                         | 4,100                    | 4,100                         |
|                                           | \$ 40,600                     | \$ 50,100                | 41,600                        |
| <b>Total special revenue funds</b>        | <b>\$ 5,738,100</b>           | <b>\$ 2,434,300</b>      | <b>\$ 4,954,100</b>           |

**Town of Chino Valley**  
**Revenues other than property taxes**  
**Fiscal Year 2024**

| Source of revenues                       | Estimated<br>revenues<br>2023 | Actual revenues*<br>2023 | Estimated<br>revenues<br>2024 |
|------------------------------------------|-------------------------------|--------------------------|-------------------------------|
| <b>Capital projects funds</b>            |                               |                          |                               |
| Capital Improvements Fund - General Fund | \$ 5,269,800                  | \$ 2,968,000             | 5,287,000                     |
| Capital Improvements Fund - Roads        |                               |                          |                               |
| Asset Replacement Fund                   | 4,000                         | 85,700                   | 5,000                         |
|                                          | \$ 5,273,800                  | \$ 3,053,700             | \$ 5,292,000                  |
| <b>Total capital projects funds</b>      | <b>\$ 5,273,800</b>           | <b>\$ 3,053,700</b>      | <b>\$ 5,292,000</b>           |
| <b>Enterprise funds</b>                  |                               |                          |                               |
| Water Enterprise Fund                    | \$ 1,017,400                  | \$ 938,200               | 1,021,000                     |
| Capital Improvement Fund - Water         | 2,000,000                     |                          | 2,000,000                     |
| Sewer Enterprise Fund                    | 2,134,500                     | 2,044,000                | 2,114,000                     |
| Capital Improvement Fund - Sewer         | 400,000                       |                          | 1,000,000                     |
|                                          | \$ 5,551,900                  | \$ 2,982,200             | \$ 6,135,000                  |
| <b>Total enterprise funds</b>            | <b>\$ 5,551,900</b>           | <b>\$ 2,982,200</b>      | <b>\$ 6,135,000</b>           |
| <b>Total all funds</b>                   | <b>\$ 31,149,700</b>          | <b>\$ 25,008,100</b>     | <b>\$ 34,292,100</b>          |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Chino Valley**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal Year 2024**

| Fund                                | Other financing<br>2023 |              | Interfund transfers<br>2024 |              |
|-------------------------------------|-------------------------|--------------|-----------------------------|--------------|
|                                     | Sources                 | (Uses)       | In                          | (Out)        |
| <b>General Fund</b>                 |                         |              |                             |              |
| Trans from Capital Improv Fund      | \$                      | \$           | \$ 400,000                  | \$ 3,750,000 |
| Trans to Capital Asset Replacement  |                         |              |                             |              |
| Trans to Gen Fund CIP               |                         |              |                             | 1,678,000    |
| Trans to CIP - Roads                |                         |              |                             |              |
| Trans to SLFRF                      |                         |              |                             |              |
| <b>Total General Fund</b>           | \$                      | \$           | \$ 400,000                  | \$ 5,428,000 |
| <b>Special revenue funds</b>        |                         |              |                             |              |
| HURF - Trans To CIP Roads           | \$                      | \$           | \$                          | \$ 200,000   |
| Roads - CIP Trans from Gen          |                         |              | 2,500,000                   |              |
| Roads - CIP Trans from HURF         |                         |              | 200,000                     |              |
| SLFRF - Trans from General Fund     |                         |              |                             |              |
| <b>Total special revenue funds</b>  | \$                      | \$           | \$ 2,700,000                | \$ 200,000   |
| <b>Debt service funds</b>           |                         |              |                             |              |
| Trans From Capital Improvement      | \$                      | \$           | \$                          | \$           |
| <b>Total debt service funds</b>     | \$                      | \$           | \$                          | \$           |
| <b>Capital projects funds</b>       |                         |              |                             |              |
| Gen CIP - Trans from General Fund   | \$                      | \$           | \$ 500,000                  | \$           |
| Trans to Debt Service               |                         |              | 1,278,000                   |              |
| Trans to General Fund               |                         |              |                             |              |
| Cap Asset - Trans from General Fund |                         |              | 250,000                     |              |
| <b>Total capital projects funds</b> | \$                      | \$           | \$ 2,028,000                | \$           |
| <b>Enterprise funds</b>             |                         |              |                             |              |
| Water CIP                           | \$                      | \$           | \$ 50,000                   | \$           |
| Water Ent Fund to Water CIP         |                         |              |                             | 50,000       |
| Sewer CIP                           | 1,000,000               | 1,000,000    |                             |              |
| Sewer Ent Fund from General Fund    |                         |              | 500,000                     |              |
| <b>Total enterprise funds</b>       | \$ 1,000,000            | \$ 1,000,000 | \$ 550,000                  | \$ 50,000    |
| <b>Total all funds</b>              | \$ 1,000,000            | \$ 1,000,000 | \$ 5,678,000                | \$ 5,678,000 |



**Town of Chino Valley**  
**Expenditures/expenses by fund**  
**Fiscal Year 2024**

| <b>Fund/Department</b>              | <b>Adopted<br/>budgeted<br/>expenditures/<br/>expenses<br/>2023</b> | <b>Expenditure/<br/>expense<br/>adjustments<br/>approved<br/>2023</b> | <b>Actual<br/>expenditures/<br/>expenses*<br/>2023</b> | <b>Budgeted<br/>expenditures/<br/>expenses<br/>2024</b> |
|-------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| <b>General Fund</b>                 |                                                                     |                                                                       |                                                        |                                                         |
| Prosecutor                          | \$ 139,900                                                          | \$                                                                    | \$ 137,500                                             | \$ 156,200                                              |
| Town Clerk                          | 296,400                                                             |                                                                       | 265,600                                                | 407,000                                                 |
| Town Manager                        | 682,600                                                             |                                                                       | 703,300                                                | 818,600                                                 |
| Human Resources                     | 355,100                                                             |                                                                       | 345,000                                                | 446,800                                                 |
| Magistrate Court                    | 363,500                                                             |                                                                       | 362,100                                                | 396,500                                                 |
| Finance                             | 539,500                                                             |                                                                       | 525,600                                                | 560,000                                                 |
| Mgmt Info Systems                   | 434,200                                                             |                                                                       | 418,000                                                | 663,000                                                 |
| Mayor & Council                     | 56,700                                                              |                                                                       | 70,600                                                 | 83,600                                                  |
| Planning                            | 632,500                                                             |                                                                       | 619,700                                                | 612,500                                                 |
| Building Inspection                 | 493,400                                                             |                                                                       | 460,100                                                | 481,100                                                 |
| Code Enforcement                    |                                                                     |                                                                       |                                                        | 204,800                                                 |
| Police                              | 4,526,800                                                           |                                                                       | 4,385,700                                              | 5,094,000                                               |
| Animal Control                      | 280,600                                                             |                                                                       | 278,400                                                | 272,200                                                 |
| Recreation                          | 257,300                                                             |                                                                       | 168,600                                                | 344,700                                                 |
| Library                             | 426,300                                                             |                                                                       | 425,000                                                | 482,900                                                 |
| Senior Center                       | 563,600                                                             |                                                                       | 571,200                                                | 480,500                                                 |
| Parks                               | 809,500                                                             |                                                                       | 700,800                                                | 834,200                                                 |
| Aquatic Center                      | 256,800                                                             |                                                                       | 256,800                                                | 258,900                                                 |
| Facilities Maintenance              | 941,800                                                             |                                                                       | 882,800                                                | 1,066,700                                               |
| Fleet Maintenance                   | 392,400                                                             |                                                                       | 378,200                                                | 623,600                                                 |
| Engineering                         | 652,300                                                             |                                                                       | 521,300                                                | 768,300                                                 |
| Non-Departmental                    | 724,700                                                             |                                                                       | 509,800                                                | 1,586,200                                               |
| Contingency                         | 600,000                                                             |                                                                       | 600,000                                                | 625,000                                                 |
| <b>Total General Fund</b>           | <b>\$ 14,425,900</b>                                                | <b>\$</b>                                                             | <b>\$ 13,586,100</b>                                   | <b>\$ 17,267,300</b>                                    |
| <b>Special revenue funds</b>        |                                                                     |                                                                       |                                                        |                                                         |
| Highway User Revenue Fund           | \$ 1,500,500                                                        | \$                                                                    | \$ 1,136,700                                           | \$ 2,000,400                                            |
| Roads - CIP                         | 2,500,000                                                           |                                                                       | 669,600                                                | 4,763,000                                               |
| Miscellaneous Grants Fund           | 3,500,000                                                           |                                                                       | 200,000                                                | 3,500,000                                               |
| Special Revenue Fund -- Court       | 17,000                                                              |                                                                       | 15,000                                                 | 17,000                                                  |
| Special Revenue Fund -- PD          | 12,000                                                              |                                                                       | 9,000                                                  | 8,000                                                   |
| Lighting Improvement Districts      | 4,000                                                               |                                                                       | 4,000                                                  | 4,000                                                   |
| CSLFRF                              | 5,400,000                                                           |                                                                       | 1,706,400                                              | 3,800,000                                               |
| CDBG Grant                          | 348,000                                                             |                                                                       | 348,000                                                |                                                         |
| <b>Total special revenue funds</b>  | <b>\$ 13,281,500</b>                                                | <b>\$</b>                                                             | <b>\$ 4,088,700</b>                                    | <b>\$ 14,092,400</b>                                    |
| <b>Debt service funds</b>           |                                                                     |                                                                       |                                                        |                                                         |
| Debt Service Fund                   | \$ 1,384,500                                                        | \$                                                                    | \$ 1,384,500                                           | \$ 1,278,000                                            |
| <b>Total debt service funds</b>     | <b>\$ 1,384,500</b>                                                 | <b>\$</b>                                                             | <b>\$ 1,384,500</b>                                    | <b>\$ 1,278,000</b>                                     |
| <b>Capital projects funds</b>       |                                                                     |                                                                       |                                                        |                                                         |
| General Fund CIP                    | \$ 7,806,000                                                        | \$                                                                    | \$ 4,697,500                                           | \$ 5,797,000                                            |
| Asset Replacement Fund              | 245,000                                                             |                                                                       | 171,000                                                | 417,000                                                 |
| <b>Total capital projects funds</b> | <b>\$ 8,051,000</b>                                                 | <b>\$</b>                                                             | <b>\$ 4,868,500</b>                                    | <b>\$ 6,214,000</b>                                     |
| <b>Enterprise funds</b>             |                                                                     |                                                                       |                                                        |                                                         |
| Water Enterprise Fund               | \$ 873,300                                                          | \$                                                                    | \$ 822,800                                             | \$ 895,500                                              |
| Water CIP                           | 2,202,000                                                           |                                                                       | 175,100                                                | 2,200,000                                               |
| Sewer Enterprise Fund               | 2,010,900                                                           |                                                                       | 1,839,300                                              | 1,178,300                                               |
| Sewer CIP                           | 815,000                                                             |                                                                       | 145,000                                                | 1,025,000                                               |
| <b>Total enterprise funds</b>       | <b>\$ 5,901,200</b>                                                 | <b>\$</b>                                                             | <b>\$ 2,982,200</b>                                    | <b>\$ 5,298,800</b>                                     |
| <b>Total all funds</b>              | <b>\$ 43,044,100</b>                                                | <b>\$</b>                                                             | <b>\$ 26,910,000</b>                                   | <b>\$ 44,150,500</b>                                    |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Chino Valley**  
**Full-time employees and personnel compensation**  
**Fiscal Year 2024**

| <b>Fund</b>                        | <b>Full-time<br/>equivalent (FTE)<br/>2024</b> | <b>Employee salaries<br/>and hourly costs<br/>2024</b> | <b>Retirement costs<br/>2024</b> | <b>Healthcare costs<br/>2024</b> | <b>Other benefit<br/>costs<br/>2024</b> | <b>Total estimated<br/>personnel<br/>compensation<br/>2024</b> |
|------------------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------|----------------------------------|-----------------------------------------|----------------------------------------------------------------|
| <b>General Fund</b>                | 106.5                                          | \$ 7,091,551                                           | \$ 1,097,634                     | \$ 1,003,581                     | \$ 707,904                              | \$ 9,900,670                                                   |
| <b>Special revenue funds</b>       |                                                |                                                        |                                  |                                  |                                         |                                                                |
| Highway User Revenue               | 9.0                                            | \$ 418,680                                             | \$ 51,456                        | \$ 94,033                        | \$ 63,932                               | \$ 628,101                                                     |
| <b>Total special revenue funds</b> | 9.0                                            | \$ 418,680                                             | \$ 51,456                        | \$ 94,033                        | \$ 63,932                               | \$ 628,101                                                     |
| <b>Enterprise funds</b>            |                                                |                                                        |                                  |                                  |                                         |                                                                |
| Water Enterprise                   | 4.0                                            | \$ 235,731                                             | \$ 28,971                        | \$ 42,913                        | \$ 24,294                               | \$ 331,909                                                     |
| Sewer Enterprise                   | 4.0                                            | \$ 230,228                                             | \$ 28,295                        | \$ 51,205                        | \$ 23,727                               | \$ 333,455                                                     |
| <b>Total enterprise funds</b>      | 8.0                                            | \$ 465,959                                             | \$ 57,266                        | \$ 94,118                        | \$ 48,021                               | \$ 665,364                                                     |
| <b>Total all funds</b>             | 123.5                                          | \$ 7,976,190                                           | \$ 1,206,356                     | \$ 1,191,732                     | \$ 819,857                              | \$ 11,194,135                                                  |

**Town of Chino Valley**  
**Expenditures/expenses by department**  
**Fiscal Year 2024**

| Department/Fund            | Adopted<br>budgeted<br>expenditures/<br>expenses<br>2023 | Expenditure/<br>expense<br>adjustments<br>approved<br>2023 | Actual<br>expenditures/<br>expenses*<br>2023 | Budgeted<br>expenditures/<br>expenses<br>2024 |
|----------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| <b>Prosecutor</b>          |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 139,900                                               | \$                                                         | \$ 137,500                                   | \$ 156,200                                    |
| <b>Department Total</b>    | <u>\$ 139,900</u>                                        | <u>\$</u>                                                  | <u>\$ 137,500</u>                            | <u>\$ 156,200</u>                             |
| <b>Town Clerk</b>          |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 296,400                                               | \$                                                         | \$ 265,600                                   | \$ 407,000                                    |
| <b>Department Total</b>    | <u>\$ 296,400</u>                                        | <u>\$</u>                                                  | <u>\$ 265,600</u>                            | <u>\$ 407,000</u>                             |
| <b>Town Manager</b>        |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 682,600                                               | \$                                                         | \$ 703,300                                   | \$ 818,600                                    |
| <b>Department Total</b>    | <u>\$ 682,600</u>                                        | <u>\$</u>                                                  | <u>\$ 703,300</u>                            | <u>\$ 818,600</u>                             |
| <b>Human Resources</b>     |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 355,100                                               | \$                                                         | \$ 345,000                                   | \$ 446,800                                    |
| <b>Department Total</b>    | <u>\$ 355,100</u>                                        | <u>\$</u>                                                  | <u>\$ 345,000</u>                            | <u>\$ 446,800</u>                             |
| <b>Municipal Court</b>     |                                                          |                                                            |                                              |                                               |
| General Fund               | 363,500                                                  |                                                            | 362,100                                      | 396,500                                       |
| Special Revenue Fund       | \$ 17,000                                                | \$                                                         | \$ 15,000                                    | \$ 17,000                                     |
| <b>Department Total</b>    | <u>\$ 380,500</u>                                        | <u>\$</u>                                                  | <u>\$ 377,100</u>                            | <u>\$ 413,500</u>                             |
| <b>Finance</b>             |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 539,500                                               | \$                                                         | \$ 525,600                                   | \$ 560,000                                    |
| <b>Department Total</b>    | <u>\$ 539,500</u>                                        | <u>\$</u>                                                  | <u>\$ 525,600</u>                            | <u>\$ 560,000</u>                             |
| <b>Mgmt Info Systems</b>   |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 434,200                                               | \$                                                         | \$ 418,000                                   | \$ 663,000                                    |
| <b>Department Total</b>    | <u>\$ 434,200</u>                                        | <u>\$</u>                                                  | <u>\$ 418,000</u>                            | <u>\$ 663,000</u>                             |
| <b>Mayor and Council</b>   |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 56,700                                                | \$                                                         | \$ 70,600                                    | \$ 83,600                                     |
| <b>Department Total</b>    | <u>\$ 56,700</u>                                         | <u>\$</u>                                                  | <u>\$ 70,600</u>                             | <u>\$ 83,600</u>                              |
| <b>Planning</b>            |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 632,500                                               | \$                                                         | \$ 619,700                                   | \$ 612,500                                    |
| <b>Department Total</b>    | <u>\$ 632,500</u>                                        | <u>\$</u>                                                  | <u>\$ 619,700</u>                            | <u>\$ 612,500</u>                             |
| <b>Building Inspection</b> |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 493,400                                               | \$                                                         | \$ 460,100                                   | \$ 481,100                                    |
| <b>Department Total</b>    | <u>\$ 493,400</u>                                        | <u>\$</u>                                                  | <u>\$ 460,100</u>                            | <u>\$ 481,100</u>                             |
| <b>Police</b>              |                                                          |                                                            |                                              |                                               |
| General Fund               | 4,526,800                                                |                                                            | 4,385,700                                    | 5,094,000                                     |
| Special Revenue Fund       | 12,000                                                   |                                                            | 9,000                                        | 8,000                                         |
| <b>Department Total</b>    | <u>\$ 4,538,800</u>                                      | <u>\$</u>                                                  | <u>\$ 4,394,700</u>                          | <u>\$ 5,102,000</u>                           |
| <b>Animal Control</b>      |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 280,600                                               | \$                                                         | \$ 278,400                                   | \$ 272,200                                    |
| <b>Department Total</b>    | <u>\$ 280,600</u>                                        | <u>\$</u>                                                  | <u>\$ 278,400</u>                            | <u>\$ 272,200</u>                             |
| <b>Recreation</b>          |                                                          |                                                            |                                              |                                               |
| General Fund               | \$ 257,300                                               | \$                                                         | \$ 168,600                                   | \$ 344,700                                    |
| <b>Department Total</b>    | <u>\$ 257,300</u>                                        | <u>\$</u>                                                  | <u>\$ 168,600</u>                            | <u>\$ 344,700</u>                             |

**Town of Chino Valley**  
**Expenditures/expenses by department**  
**Fiscal Year 2024**

|                               | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|-------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| <b>Library</b>                |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 426,300                                       | \$                                                 | \$ 425,000                           | \$ 482,900                            |
| <b>Department Total</b>       | <u>\$ 426,300</u>                                | <u>\$</u>                                          | <u>\$ 425,000</u>                    | <u>\$ 482,900</u>                     |
| <b>Senior Center</b>          |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 563,600                                       | \$                                                 | \$ 571,200                           | \$ 480,500                            |
| <b>Department Total</b>       | <u>\$ 563,600</u>                                | <u>\$</u>                                          | <u>\$ 571,200</u>                    | <u>\$ 480,500</u>                     |
| <b>Parks Maintenance</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 809,500                                       | \$                                                 | \$ 700,800                           | \$ 834,200                            |
| <b>Department Total</b>       | <u>\$ 809,500</u>                                | <u>\$</u>                                          | <u>\$ 700,800</u>                    | <u>\$ 834,200</u>                     |
| <b>Aquatics Center</b>        |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 256,800                                       | \$                                                 | \$ 256,800                           | \$ 258,900                            |
| <b>Department Total</b>       | <u>\$ 256,800</u>                                | <u>\$</u>                                          | <u>\$ 256,800</u>                    | <u>\$ 258,900</u>                     |
| <b>Facilities Maintenance</b> |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 941,800                                       | \$                                                 | \$ 882,800                           | \$ 1,066,700                          |
| <b>Department Total</b>       | <u>\$ 941,800</u>                                | <u>\$</u>                                          | <u>\$ 882,800</u>                    | <u>\$ 1,066,700</u>                   |
| <b>Fleet Maintenance</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 392,400                                       | \$                                                 | \$ 378,200                           | \$ 623,600                            |
| <b>Department Total</b>       | <u>\$ 392,400</u>                                | <u>\$</u>                                          | <u>\$ 378,200</u>                    | <u>\$ 623,600</u>                     |
| <b>Engineering</b>            |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 652,300                                       | \$                                                 | \$ 521,300                           | \$ 768,300                            |
| <b>* Department Total</b>     | <u>\$ 652,300</u>                                | <u>\$</u>                                          | <u>\$ 521,300</u>                    | <u>\$ 768,300</u>                     |
| <b>Code Enforcement</b>       |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$                                               | \$                                                 | \$                                   | \$ 204,800                            |
| <b>Department Total</b>       | <u>\$</u>                                        | <u>\$</u>                                          | <u>\$</u>                            | <u>\$ 204,800</u>                     |
| <b>Non-Departmental</b>       |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 1,324,700                                     | \$                                                 | \$ 5,131,196                         | \$ 2,211,200                          |
| Debt Service Fund             | 1,384,500                                        |                                                    | 1,384,500                            | 1,278,000                             |
| Capital Improvement Fund      | 7,806,000                                        |                                                    | 4,697,500                            | 5,797,000                             |
| CDBG Grant                    | 348,000                                          |                                                    | 348,000                              |                                       |
| Grant Fund                    | 3,500,000                                        |                                                    | 200,000                              | 3,500,000                             |
| SLFRF                         | 5,400,000                                        |                                                    | 1,706,400                            | 3,800,000                             |
| Asset Replacement Fund        | 245,000                                          |                                                    | 171,000                              | 417,000                               |
| <b>Department Total</b>       | <u>\$ 20,008,200</u>                             | <u>\$</u>                                          | <u>\$ 13,638,596</u>                 | <u>\$ 17,003,200</u>                  |
| <b>Water Utilities</b>        |                                                  |                                                    |                                      |                                       |
| Water Enterprise Fund         | \$ 873,300                                       | \$                                                 | \$ 822,800                           | \$ 895,500                            |
| WATER CIP                     | 2,202,000                                        |                                                    | 175,100                              | 2,200,000                             |
| <b>Department Total</b>       | <u>\$ 3,075,300</u>                              | <u>\$</u>                                          | <u>\$ 997,900</u>                    | <u>\$ 3,095,500</u>                   |
| <b>Sewer Utilities</b>        |                                                  |                                                    |                                      |                                       |
| Sewer Enterprise Fund         | \$ 2,010,900                                     | \$                                                 | \$ 1,839,300                         | \$ 2,178,300                          |
| Sewer CIP                     | 4,315,000                                        |                                                    | 145,000                              | 1,025,000                             |
| <b>Department Total</b>       | <u>\$ 6,325,900</u>                              | <u>\$</u>                                          | <u>\$ 1,984,300</u>                  | <u>\$ 3,203,300</u>                   |



**Town of Chino Valley**  
**Expenditures/expenses by department**  
**Fiscal Year 2024**

|                                             | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|---------------------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| <b>Roads</b>                                |                                                  |                                                    |                                      |                                       |
| HURF                                        | \$ 1,500,500                                     | \$                                                 | \$ 1,136,700                         | \$ 2,000,400                          |
| Roads CIP                                   | 2,500,000                                        |                                                    | 669,600                              | \$4,763,000                           |
| <b>Department Total</b>                     | <b>\$ 4,000,500</b>                              | <b>\$</b>                                          | <b>\$ 1,806,300</b>                  | <b>\$ 6,763,400</b>                   |
| <b>Street Lighting Improvement District</b> |                                                  |                                                    |                                      |                                       |
| SLID Fund                                   | \$ 4,000                                         | \$                                                 | \$ 4,000                             | \$ 4,000                              |
| <b>Department Total</b>                     | <b>\$ 4,000</b>                                  | <b>\$</b>                                          | <b>\$ 4,000</b>                      | <b>\$ 4,000</b>                       |
| <br><b>TOTAL ALL DEPARTMENTS</b>            | <br><b>\$ 46,544,100</b>                         | <br><b>\$</b>                                      | <br><b>\$ 30,931,396</b>             | <br><b>\$ 45,150,500</b>              |

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting 2023

3.

**Meeting Date:** 06/27/2023  
**Contact Person:** Joe Duffy, Finance Director  
**Department:** Finance  
**Estimated length of staff presentation:** None  
**Physical location of item:** Bright Star Subdivision

#### AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

#### RECOMMENDED ACTION:

Approve Resolution No. 2023-1226, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2023/2024, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2023/2024.

#### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

#### Attachments

RES 2023-1226 - FY24 CVSLID budget

## RESOLUTION NO. 2023-1226

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING THE STATEMENT OF ESTIMATES AND EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS, WHICH SHALL CONSTITUTE THE FINAL BUDGETS OF THE DISTRICTS FOR FISCAL YEAR 2023/2024, PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 48-616 AND 42-17101, ET SEQ., AS AMENDED.**

**WHEREAS**, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the "Town Council") to levy taxes upon all property in a municipal street lighting improvement district to pay said district's annual expenses; and

**WHEREAS**, in accordance with Ariz. Rev. Stat. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2023, and ending June 30, 2024, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the "Lighting Districts"); and

**WHEREAS**, on May 23, 2023, the Town Council approved Resolution 2023-1224, adopting the statement of estimates and expenses for Fiscal Year 2023/2024 as the tentative budgets for the Lighting Districts; and

**WHEREAS**, Resolution 2023-1224 also directed the Town Clerk to (i) make the statement of estimates and expenses available for inspection, not later than seven days after the date of Resolution 2023-1224, at the Chino Valley Public Library, at the Chino Valley Town Hall, and on the official Town Website, and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement of estimates and expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places; and

**WHEREAS**, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 27, 2023, at the Chino Valley Town Hall for the purposes of (i) hearing taxpayers on the proposed estimates, expenses, and tax levies as set forth in said statement of estimates and expenses and (ii) adopting the tentative budgets as final; and

**WHEREAS**, on June 27, 2023, the Town Council held a public hearing on the final budgets and proposed tax levies as required by law; and

**WHEREAS**, the estimates and expenses in the proposed final budget for the Lighting Districts for Fiscal Year 2023/2024 do not exceed the estimates and expenses shown on the published tentative budgets.

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

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

SECTION 2. The statement of estimates and expenses shown in the schedules attached

hereto as Exhibit A and incorporated herein by reference are hereby formally adopted as the official final budgets for the Lighting Districts for Fiscal Year 2023/2024.

SECTION 3. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 27th day of June 2023.

\_\_\_\_\_  
Jack W. Miller, Mayor

ATTEST:

\_\_\_\_\_  
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1226 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on June 27, 2023, and that quorum was present thereat and that the vote thereon was \_\_\_\_ ayes and \_\_\_\_ nays and \_\_\_\_ abstentions. \_\_\_\_ Council members were absent or excused.

\_\_\_\_\_  
Erin N. Deskins, Town Clerk



EXHIBIT A  
TO  
RESOLUTION NO. 2023-1226

[Statement of Estimates and Expenses]

See following page.

## TOWN OF CHINO VALLEY, ARIZONA

## Street Lighting Improvement Districts

**Statement of Estimates and Expenses**

Fiscal Year - 2023/2024

|                     |                |                                                                                | A                                            | B                            | C                                                     | D                                  | E                            |
|---------------------|----------------|--------------------------------------------------------------------------------|----------------------------------------------|------------------------------|-------------------------------------------------------|------------------------------------|------------------------------|
| Co.<br>Dist.<br>No. | Town<br>ID No. | Town ID<br>Name                                                                | 2022/2023<br>Estimated<br>Actual<br>Expenses | 2022/2023<br>Levy<br>Request | 2022/2023<br>Difference<br>on<br>Expenses<br>vs. Levy | 2023/2024<br>Projected<br>Expenses | 2023/2024<br>Levy<br>Request |
| 13004               | CVSLID<br>1    | Chino Valley,<br>Arizona,<br>CVSLID #1<br>Lighting<br>Improvement<br>District  | \$ 1,700                                     | \$ 1,700                     | \$ -                                                  | \$ 1,700                           | \$ 1,700                     |
| 13005               | CVSLID<br>2    | Chino Valley,<br>Arizona,<br>CVSLID #2<br>Lighting<br>Improvement<br>District  | \$ 1,100                                     | \$ 1,100                     | \$ -                                                  | \$ 1,100                           | \$ 1,100                     |
| 13006               | CVSLID<br>3A   | Chino Valley,<br>Arizona,<br>CVSLID #3A<br>Lighting<br>Improvement<br>District | \$ 1,100                                     | \$ 1,100                     | \$ -                                                  | \$ 1,100                           | \$ 1,100                     |
| Total               |                |                                                                                | \$ 3,900                                     | \$ 3,900                     |                                                       | \$ 3,900                           | \$ 3,900                     |